

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

Charles K. Verhoeven (Bar No. 170151)

2 charlesverhoeven@quinnemanuel.com

David A. Perlson (Bar No. 209502)

3 davidperlson@quinnemanuel.com

Melissa Baily (Bar No. 237649)

4 melissabaily@quinnemanuel.com

John Neukom (Bar No. 275887)

5 johnneukom@quinnemanuel.com

Jordan Jaffe (Bar No. 254886)

6 jordanjaffe@quinnemanuel.com

50 California Street, 22nd Floor

7 San Francisco, California 94111-4788

Telephone: (415) 875-6600

8 Facsimile: (415) 875-6700

9 Attorneys for WAYMO LLC

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN FRANCISCO DIVISION

13 WAYMO LLC,

14 Plaintiff,

15 vs.

16 UBER TECHNOLOGIES, INC.;
17 OTTOMOTTO LLC; OTTO TRUCKING
LLC,

18 Defendants.

CASE NO. 3:17-cv-00939

**PLAINTIFF WAYMO'S OFFER OF
PROOF REGARDING DEFENDANTS'
DISCOVERY MISCONDUCT**

Trial Date: February 5, 2018

**REDACTED VERSION OF DOCUMENT
SOUGHT TO BE SEALED**

TABLE OF CONTENTS

1		
2		
3	INTRODUCTION.....	1
4	OFFER OF PROOF	2
5	I. Uber’s Failure To Produce The Jacobs Documents Concealed Material	
6	Evidence.	2
7	A. Defendants Improperly Withheld The Jacobs Documents.....	3
8	1. The Special Master Has Determined That The Jacobs Letter	
9	Was Responsive To Waymo’s RFPs And Uber Should Have	
10	Produced It.	3
11	2. Further Discovery Confirms That Uber Should Have	
12	Produced The Jacobs Documents.....	4
13	3. Uber’s Attempt To Downplay Its Failure To Produce Are	
14	Meritless.	6
15	B. Defendants Thwarted Waymo’s Investigation Into The Jacobs	
16	Documents Through Further Discovery Misconduct.	7
17	C. Discovery Has Corroborated Key Allegations In The Jacobs Letter	
18	Material To Waymo’s Claims.	12
19	1. Uber Used Its ThreatOps Division To Systematically Collect	
20	Intelligence On Waymo And Other Competitors.....	12
21	2. Uber Used Non-Attributable Devices To Avoid Discovery	
22	Into Its Activities.	17
23	3. Uber Used Ephemeral Communication Platforms To Avoid	
24	Discovery Into Its Activities.	20
25	4. Uber Used Contrived Attorney-Client Privilege Designations	
26	To Avoid Discovery Into Its Activities.	22
27	5. Uber’s Consideration Of Aggressive And Controversial	
28	Data-Retention Policies Raises Further Concerns Regarding	
	Spoliation Of Evidence.	24
	D. Uber Paid Off Jacobs In An Effort To Conceal His Allegations.	26
	II. Defendants’ Discovery Misconduct With Regards To The Jacobs	
	Documents Is Consistent With Their Prior Conduct in This Case.....	26
	A. Defendants Have Committed Severe Spoliation Of Evidence.	27
	1. Defendants Have Used Ephemeral Messaging Services	
	Throughout Their Organization To Avoid Discovery In	
	Potential Litigation.	27

1	2.	Uber’s Senior Management Instructed Anthony Levandowski To Destroy Five Hard Drives Of Waymo Information That He Had Improperly Retained.	28
2			
3	3.	Defendants Systematically Destroyed Evidence Regarding Ottomotto’s Formation And Early Development.....	29
4			
5	4.	Defendants Withheld Information And Discovery Regarding Levandowski’s Two Non-Uber Laptops “Used for Uber Work.”	30
6			
7	5.	Defendants Structured the Tyto “Acquisition” to Destroy All Tyto Email Archives	32
8	B.	Defendants Have Made A Habit Of Violating The Court’s Orders	34
9	1.	Defendants Violated The Expedited Discovery Order And Paragraphs 2 and 4 Of The Provisional Relief Order.....	34
10			
11	2.	Defendants Violated Paragraph 5 Of The Provisional Relief Order.....	35
12	C.	Defendants Have Repeatedly Failed To Adequately Search For And Produce Documents In This Case.	36
13			
14	1.	Defendants Neglected To Produce Anthony Levandowski Documents From Ottomotto, Necessitating The First Trial Continuance.....	36
15			
16	2.	Defendants Waited Until The Eve Of The December Trial Date To Produce Shred Works Receipts Relating To Levandowski’s Destruction Of The Five Drives.....	38
17			
18	D.	Defendants Have Abused The Attorney-Client Privilege Throughout This Litigation.	39
19	1.	Defendants Cloaked the Stroz Due Diligence Process in “Work Product” Claims Only to Selectively Waive When Convenient	40
20			
21	2.	Defendants Misused “Attorney-Client Privilege” Designations to Avoid Discovery	42
22			
23	3.	Defendants Have Used the Attorney-Client Privilege As Both a Sword and a Shield	42
24			
25	4.	Defendants Have Used the Fifth Amendment and Common Interest Privileges as Both a Sword and a Shield.....	43
26	E.	Defendants Have Obstructed Discovery into Tyto	44
27			
28			

1 Pursuant to the Court's orders (Dkt. 2331, 2447) and guidance at recent hearings (Dkt. 2310
2 [11/29/17 Hr'g Tr.] at 161:19-163:1; Dkt. 2342 [12/4/17 Hr'g Tr.] at 36:15-39:11, 45:14-23),
3 Plaintiff Waymo LLC ("Waymo") submits this offer of proof regarding its discovery efforts since
4 the Court's most recent continuance and how the discovered evidence relates to Defendants' overall
5 discovery misconduct.

6 INTRODUCTION

7 Defendants have engaged in a "constellation" of misconduct throughout this case. (Dkt.
8 2310 [11/29/17 Hr'g Tr.] at 162:24-163:1.) Even before the previously withheld Jacobs allegations
9 came to light, the evidence showed that Defendants concealed evidence of their trade secret
10 misappropriation through extensive spoliation of evidence. After Waymo filed this case,
11 Defendants obstructed discovery at every turn, by concealing sources of relevant evidence and
12 repeatedly violating the Court's orders. Defendants also frustrated Waymo's investigation through
13 overbroad assertions of the attorney-client privilege, including over the Stroz Friedberg due
14 diligence report which shows that Uber has known all along that Anthony Levandowski had stolen
15 Waymo's confidential information.

16 The recently uncovered allegations of former Uber employee Ric Jacobs simply reinforce
17 the pattern of Defendants' misconduct. The Jacobs allegations were only brought to the Court's
18 attention by the U.S. Attorney on the eve of trial, and the Special Master has already determined
19 that the Jacobs Letter was wrongfully withheld by Uber in this case. Additional discovery has shown
20 that key allegations in the Jacobs Letter are both true and material. At the behest of their senior-
21 most executives, Defendants engaged in a vast "competitive intelligence" gathering operation that
22 relied upon "non-attributable" devices, the improper use of messaging applications to evade
23 discovery, abuse of attorney-client privilege, and spoliation of evidence. In the autonomous vehicle
24 field, this competitive intelligence operation targeted Waymo as its "top priority," was directed by
25 Uber ATG managers (and Ottomotto co-founders) Anthony Levandowski and Lior Ron, and
26 coincided in time with Uber's decision to "pivot" to development of the Fuji LiDAR device that is
27 based on the information Levandowski stole. This previously undisclosed evidence both supports
28 Waymo's substantive claims and highlights the extremes to which Defendants have gone to cover

up evidence of wrongdoing.

Taken together, all of Defendants' misconduct requires severe sanctions and a strongly worded instruction permitting the jury to take full account of Defendants' behavior.¹ These measures are necessary not only to deter such tactics in the future, but also to cure the prejudice to Waymo resulting from Defendants' efforts to evade discovery and destruction of relevant evidence.

OFFER OF PROOF

I. Uber's Failure To Produce The Jacobs Documents Concealed Material Evidence.

On April 14, 2017, while Waymo's motion for preliminary injunction was pending, former Uber employee Ric Jacobs sent a resignation email ("Jacobs Email") to Uber executives, including then-CEO Travis Kalanick and General Counsel Salle Yoo, alleging [REDACTED] (Ex. 1).² On May 5, 2017, as discovery in this action was just beginning, Jacobs' attorney sent Uber Head of Litigation Angela Padilla a 37-page settlement demand letter ("Jacobs Letter" and, together with the Jacobs Email, "Jacobs Documents"), which alleges various unlawful activities, including a corporate practice of systematically destroying evidence and efforts to steal trade secrets from Waymo and others. (Ex. 2 at 12-13 ("Jacobs is aware that Uber used the MA team to steal trade secrets at least from Waymo in the U.S. . . .").)

Despite being widely circulated amongst senior management and members of Uber's Board of Directors (Dkt. 2310 [11/29/2017 Hr'g Tr.] at 15:16-24, 20:7-13, 21:8-15, 25:2-6), Uber intentionally withheld the Jacobs Documents, as well as details of its subsequent investigation into the Jacobs Documents, throughout the months of ordinary discovery in this case. The Jacobs Documents only came to light on the eve of the December 4 trial when, on November 22, the U.S. Attorney's office informed this Court of the existence of the Jacobs Letter. (Dkt. 2260-1.) Because the Jacobs Letter undermined Uber's oft-repeated claim that "no Waymo confidential information had ever reached Uber's servers," the Court continued the December 4 trial date—the second trial continuance in as many months—and reopened discovery so that Waymo could "get to the bottom"

¹ With this Offer of Proof, Waymo is filing a precis requesting the Court's authorization to file a Motion for Relief based on the entirety of Defendants misconduct.

² Citations to "Ex. __" refer to the corresponding Declaration of Jeff Nardinelli.

1 of the newly discovered evidence. (Dkt. 2315.)

2 Discovery into the Jacobs allegations is now complete and the results are troubling, to say
3 the least. First, as the Special Master has now confirmed—and, as Defendants do not seriously
4 contest—Defendants wrongfully withheld the Jacobs Letter and evidence of its allegations
5 throughout the course of normal discovery, resulting in yet another trial continuance. Second,
6 Defendants have compounded the prejudice to Waymo by persisting in their obstructionist behavior
7 even during this reopened discovery period, including by abusing the attorney-client privilege,
8 failing to provide complete answers to interrogatories, and thwarting Waymo’s ability to conduct
9 complete depositions. While Waymo has worked diligently to prioritize Defendants’ continuing
10 discovery failures and bring them to the Magistrate Judge, the compressed discovery schedule has
11 allowed Defendants to “run out the clock,” and once again provide less than full and complete
12 discovery. Third, discovery over the past month has confirmed the truth and materiality of key
13 allegations in the Jacobs’ Letter, revealing a covert operation to gather competitive intelligence on
14 competitors in the autonomous vehicle space, including Waymo, while leaving minimal traces of
15 such behavior for discovery in potential litigation. Although evidence has undoubtedly been
16 destroyed, and Defendants’ witnesses have sought to minimize damaging documents in self-serving
17 testimony, the evidence that remains demonstrates that Uber used its “ThreatOps” division to pursue
18 confidential Waymo information at a time and in a manner that dovetails with Waymo’s claims of
19 trade secret misappropriation.

20 **A. Defendants Improperly Withheld The Jacobs Documents.**

21 **1. The Special Master Has Determined That The Jacobs Letter Was**
22 **Responsive To Waymo’s RFPs And Uber Should Have Produced It.**

23 As an initial matter, the continuance of the December 4 trial and the entire supplemental
24 discovery process was a result of Defendants and their outside counsel improperly withholding the
25 Jacobs Letter. During the parties’ December 4 hearing, the Court specifically noted that Uber’s
26 level of “culpability” in not producing the Jacobs Documents was a key issue for discovery because
27 it “helps inform me as to how much the jury should learn about all this.” (Dkt. 2342 [12/4/17 Hearing
28 Tr.] at 39:16-20.) To help determine Uber’s level of culpability, the Court assigned the Special

1 Master to determine “under the way in which this case was conducted on both sides and through the
2 document requests, whether or not the email and/or 37-page and/or settlement agreement were
3 required to be produced by Uber.” (*Id.* at 32:1-18; *see also* Dkt. 2334.)

4 The parties briefed Uber’s nonproduction of the Jacobs Documents (Dkt. 2367-3 (Waymo);
5 Dkt. 2352-3 (Uber)), and the Special Master heard oral argument on December 12. On December
6 15, the Special Master issued a written report, finding that the Jacobs Letter was responsive to
7 Waymo’s Request for Production Nos. 29 and 73. (Dkt. 2396 at 18-19.) While the Special Master
8 found that the Jacobs Email was not responsive to discovery requests (*id.*), production of the Jacobs
9 Letter would certainly have led to discovery of the Email as well as all the other previously
10 unproduced evidence outlined in this Offer of Proof. Defendants were given until December 22 to
11 object to the Special Master’s report but, as the Court recognized, Defendants’ “response” on
12 December 22 (Dkt. 2435) only “superficially disagreed with the special master’s conclusion” but
13 did not object to it. (Dkt. 2444).

14 The Special Master’s conclusion that Uber improperly withheld evidence was undeniably
15 correct. As the Special Master found, the Jacobs Documents were known to Uber’s then-CEO
16 Travis Kalanick, general counsel Salle Yoo, and head of litigation Angela Padilla. (Dkt. 2396 at 6-
17 8.) Padilla admitted that she understood and appreciated the relevance of the Jacobs Letter to the
18 Waymo litigation. (Dkt. 2310 [11/29/2017 Hr’g Tr.] at 17:2-14, 18:7-10.) Regardless of whether
19 these documents happened to trigger the parties’ search terms for email and custodial documents,
20 Uber’s attorneys were obligated to ensure that known, relevant material was produced in this
21 litigation. (Dkt. 2396 at 17 (noting that while search terms may be appropriate where a party “faces
22 the prospect of having to look for lots of needles in lots of haystacks,” “[t]his needle was in Uber’s
23 hands the whole time.”).)

24 **2. Further Discovery Confirms That Uber Should Have Produced The** 25 **Jacobs Documents.**

26 Apart from the Special Master’s report, further evidence has come to light demonstrating
27 that the Jacobs Documents were improperly withheld. At the evidentiary hearing, Padilla claimed
28 that after handing the Jacobs Letter off to Uber’s compliance department, she understood that the

1 issue was “no longer my work” and that she “should not discuss the letter with anyone inside or
 2 outside of the company for fear of jeopardizing the internal investigation.” (Dkt. 2310 [11/29/17
 3 Hr’g Tr.] at 16:4-10.) But, contrary to Padilla’s testimony that she merely reviewed the Jacobs
 4 Letter “in brief” (Dkt. 2310 [11/29/2017 Hr’g Tr.] at 15:16-24), and as explained below, the
 5 evidence shows that Padilla remained closely involved with the issues surrounding the Letter while
 6 discovery in this case was ongoing.

7 Specifically, discovery has shown Uber’s General Counsel at the time, Salle Yoo, [REDACTED]
 8 [REDACTED] (Ex. A
 9 [12/14/2017 Yoo Dep. Tr. Vol. 2] at 253:25-254:5; Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at
 10 130:20-131:1.) In this role, Padilla communicated directly with Jacobs’ personal attorney who made
 11 [REDACTED]. (Ex. 3 at
 12 UBER00332645 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]”). Padilla also [REDACTED]
 15 [REDACTED] (Ex. 5), [REDACTED] (Ex. 6 UBER00332473-77), and
 16 [REDACTED] (Ex.
 17 7). A Court-ordered log of Padilla’s withheld communications that discuss “the Jacobs letters, any
 18 investigations being done as a result of Jacobs’ accusations, and the settlement with Jacobs” (Dkt.
 19 2415 at 2), yielded [REDACTED] (Ex. 8) and, as detailed
 20 below, just yesterday Defendants belatedly supplemented their Padilla log to add [REDACTED] new entries,
 21 bringing the log total to [REDACTED] entires. (Ex. 104.) All of this evidence demonstrates that the Jacobs
 22 Documents were, in fact, very much part of Padilla’s “work” throughout this litigation, contrary to
 23 her November 29 testimony before the Court.

24 At the November 29 hearing, Padilla also sought to excuse her failure to share the Jacobs
 25 Letter with counsel handling the Waymo case day-to-day in part because she had been instructed to
 26 “not discuss the letter with anyone inside or outside of the company for fear of jeopardizing the
 27 internal investigation.” (Dkt. 2310 [11/29/17 Hr’g Tr.] at 16:4-10.) Not only does the broad
 28 distribution of the Jacobs Letter undermine this claim, but Padilla did not even otherwise follow this

1 supposed directive herself. For example, Padilla admitted at her deposition [REDACTED]
 2 [REDACTED]
 3 [REDACTED]. (Ex. B
 4 [12/22/2017 Padilla Dep. Tr. Vol. 2] at 163:22-169:24; Ex. 4.) In sum, Padilla’s supposed excuse
 5 of having limited involvement in the Jacobs investigation does not hold water.

6 Moreover, the facts regarding Uber’s outside counsel’s knowledge of the Jacobs documents
 7 and allegations has evolved since they were revealed. Uber counsel Arturo González represented
 8 to the Court on November 28 that “nobody on this defense team knew about that letter before we
 9 got your order and . . . the letter from the U.S. Attorney” (Dkt. 2309 [11/28/2017 Hr’g Tr.] at 150:8-
 10 11). Six days later, in the December 4 hearing, Mr. González clarified that he and Eric Tate, both
 11 counsel of record in this case, received the Jacobs Email. He further stated that two other Morrison
 12 & Foerster (“MoFo”) partners received the Jacobs Letter. (Dkt. 2342 [12/4/2017 Hr’g Tr.] at 46:1-
 13 50:1.) But, subsequent discovery has shown that even Mr. González’s clarification was wrong, and
 14 that [REDACTED] and [REDACTED], additional MoFo attorneys of record in this case, were involved
 15 in communications regarding the Jacobs Email.

16 During reopened discovery, a December 12 log of communications between Uber and MoFo
 17 regarding the Jacobs Documents (which was intended to obviate the need for Waymo to depose
 18 outside counsel) initially included [REDACTED] (Ex. 9 (12/12/2017 log).) This is inconsistent with Mr.
 19 Gonzalez’s representations to the Court that dissemination of the Jacobs Documents at MoFo was
 20 limited. Four days later, on December 16, MoFo’s log of Jacobs communications swelled even
 21 further to [REDACTED]. (Ex. 10.) Contrary to Mr. Gonzalez’s clarification, several of the entries on
 22 the log reflect communications involving MoFo attorneys [REDACTED] and [REDACTED], who are
 23 both counsel of record in this case. (Ex. 10 at entries 3, 5, 6, 7, 8, 9, 16, 17, 18, 19, & 20.) All of
 24 the entries on the MoFo communication log occurred [REDACTED]
 25 [REDACTED]. This raises troubling questions regarding the scope and timing of outside
 26 counsel’s knowledge of the unproduced Jacobs Documents.

27 **3. Uber’s Attempt To Downplay Its Failure To Produce Are Meritless.**

28 Uber’s primary excuse for not producing the Jacobs Documents in its “response” to the

1 Special Master’s report is that all of this is a “collateral issue.” (Dkt. 2435 at 1.) But Uber’s
2 withholding of the Jacobs Documents led directly to the latest continuance, which has wasted the
3 resources of the Court and the parties, and has further delayed Waymo’s ability to obtain relief on
4 the merits for Uber’s trade secret misappropriation. Uber’s willingness to conceal this relevant
5 evidence, while pushing aggressively towards trial, also demonstrates the lengths to which Uber
6 will go to avoid lawful discovery and further illustrates why any “lack-of-evidence” argument by
7 either Uber or its outside counsel should not be trusted. Uber’s claim that discovery into the Jacobs
8 Documents has not yielded any relevant evidence is simply false. To the contrary, as outlined below
9 (*infra* Section I.C), discovery over the past month has revealed, for example, that Uber’s ThreatOps
10 Group—with the guidance of ATG directors Anthony Levandowski and Lior Ron—engaged in a
11 competitive intelligence gathering operation against Waymo that included, among other things,

12 [REDACTED]
13 [REDACTED]. Uber’s interest in Waymo’s technology supports Waymo’s trade secret misappropriation
14 claims because, *inter alia*, it indicates that Uber understood that it was developing the same
15 technology.

16 **B. Defendants Thwarted Waymo’s Investigation Into The Jacobs Documents**
17 **Through Further Discovery Misconduct.**

18 If, as Uber claims, the Jacobs allegations were truly baseless and irrelevant to this litigation,
19 Uber should have been open and forthcoming during this reopened discovery period. (*Cf.*, Dkt.
20 2309 [11/28/2017 Hr’g Tr.] at 157:2-5 (“[Y]ou should be the one saying: We’re going to open our
21 doors. We are going to get all the way to the bottom of this. We’re going to show you, Judge, that
22 this is false. And instead, you’re fighting over every little thing.”).) While Uber did provide
23 deponents and documents, some only after motions to compel, there was no “open door” to “get to
24 the bottom” of the Jacobs allegations.

25 For example, Uber limited and delayed its document production, rendering it impossible for
26 Waymo to take complete depositions of relevant witnesses during the abbreviated discovery period.
27 In its written responses to Waymo’s RFPs, Uber objected to the shortened discovery period (which
28 was created by its own misconduct) and caveated its response as follows: “[a]ny production that is

1 made and all searches performed are limited to what is possible to do in such a short amount of
2 time.” (Ex. 12.) Despite its “limited” search and production, however, Uber still failed to comply
3 with the timetables ordered by the Special Master and the Court.

4 The Special Master ordered that Uber complete its production of documents responsive to
5 Waymo’s RFPs by Friday December 8 so that Waymo could analyze the documents in advance of
6 the start of depositions on December 11. (Dkt. 2376-6 at 1.) Uber did not do so. It produced over
7 a thousand documents between December 11 and December 13 and refused, even as depositions
8 began, to confirm that its production was complete. Waymo thus was forced to move to compel
9 Uber to complete its production, but even after Judge Corley ordered Uber to complete its
10 production by December 14 (Dkt. 2395 [12/13/2017 Hr’g] at 21:22-22:8), documents continued to
11 trickle in on December 15, 16, 19, 20, 23, 28. On December 29—over a week after the supplemental
12 discovery period had closed, and mere hours before Waymo filed its final motion to compel—Uber’s
13 outside counsel informed Waymo that a “set of search results inadvertently was not pushed to us for
14 review” (Ex. 59 [12/29/2017 email from S. Rivera]), which resulted in a production of 24 additional
15 documents on December 30. In total, nearly two-thirds of Uber’s production (by number of pages)
16 was produced *after* the deadline originally imposed by the Special Master.

17 Uber also frustrated Waymo’s attempt to investigate the extent to which its outside counsel
18 was aware of the Jacobs documents during regular discovery in this case. As discussed previously
19 (*supra* Section I.A), after Uber objected to Waymo’s request to depose MoFo attorneys who
20 received the Jacobs Documents, Waymo agreed to accept, by December 10, a log of
21 communications between Uber and outside counsel regarding the Jacobs Documents and
22 investigation. (Dkt. 2376-7 at 2 ¶ 2.) Uber eventually produced that log, [REDACTED], two
23 days late and improperly limited it to only those communications between Uber and MoFo that
24 “Substantively Refer” to the Jacobs Documents. (Ex. 9.) Again, Waymo was forced to seek relief
25 from the Court which, four days later, yielded an entirely new log containing [REDACTED]—more
26 than double the number initially identified. (Ex. 10.) The evolving story of what communications
27 exist and which outside counsel knew what about the Jacobs Documents is concerning. Even now,
28

1 Waymo lacks a coherent explanation of which counsel knew what, and when.³

2 Further, Waymo served an interrogatory asking that Uber identify each employee or former
3 employee who was “aware” of the Jacobs Documents prior to November 22, 2017, and to provide
4 details of such awareness. (Ex. 11 at Interrogatory No. 1.) This interrogatory tracked the Court’s
5 Order that Waymo may serve discovery into “the identities of all defendants’ personnel who were
6 *aware* of Jacobs’s letter or email before November 22,” (Dkt. 2315 (emphasis added).) Yet, Uber
7 objected that the term “aware,” was “undefined and vague.” (Ex. 48 (“Response” to Interrogatory
8 No. 1).) On this basis, Uber refused to fully answer the interrogatory. Rather, it limited its response
9 to a list of personnel who merely *received* the Jacobs email or letter. (Dkt. 2441-5.) Waymo had to
10 move to compel. Judge Corley noted that Uber’s efforts to unilaterally narrow Waymo’s
11 interrogatory were “not well taken.” (Dkt. 2454 at 1.) Uber’s court-ordered supplemental response
12 has yielded additional, relevant evidence such as that fact that [REDACTED] was
13 aware of the Jacobs Letter (despite having not received it) prior to November 22. (Ex. 48
14 (“Supplemental Response” to Interrogatory No. 1.)

15 Moreover, Uber has represented that it is claiming privilege over approximately **4,000**
16 documents responsive to Waymo’s recent RFPs. (Dkt. 2395 [12/13/17 Hearing Tr.] at 23:22-24:1.)
17 Based on this representation regarding the volume of allegedly privileged documents, Judge Corley
18 declined to require Uber to provide a complete, individualized privilege log, but left open the
19 possibility that Uber would be required to provide additional information upon a showing of
20 relevance to a claim or defense in the case. (*Id.* at 27:17-28:3.) In advance of the deposition of
21 Angela Padilla, Waymo obtained an order from Judge Corley requiring Uber to “produce a fully
22 compliant privilege log for documents that Uber is withholding that involve communications with
23 Ms. Padilla . . . and discuss the Jacobs letters, any investigation being done as a result of Jacobs’
24 accusations, and the settlement with Jacobs.” (Dkt. 2415 at 2.) But, when Uber served its [REDACTED]

25

26

27 ³ For example, the declarations from MoFo do not clearly explain whether and when counsel
28 of record in this litigation learned of the substance of each of the Jacobs Documents. (Ex. 52 [Tate
Declaration]; Ex. 53 [Duross Declaration].)

1 Padilla log on December 22 (Ex. 8), it also produced 87 new Padilla documents that Uber had
 2 apparently improperly withheld until required to provide the log. Thus, by its own admission, when
 3 Uber is required to justify its assertion of privilege on an item-by-item basis, it is forced to produce
 4 additional documents, that never should have been withheld in the first place, at a rate of over 10%.⁴

5 Judge Corley ordered that the Padilla privilege log “shall be produced by 5:00 p.m. on
 6 December 21, 2017” (Dkt. 2415 at 2), so that Waymo would have the information in advance of
 7 Ms. Padilla’s December 22 deposition. But, as discussed above, on December 29, Uber notified
 8 Waymo that it had discovered a set of previously un-reviewed documents and informed Waymo that
 9 it may supplement Ms. Padilla log in review of this discovery. (Ex. 59 [12/29/2017 email from S.
 10 Rivera].) After 11:00 p.m. just last evening—a full **21 days** after Judge Corley’s order—Uber
 11 supplemented its Padilla privilege log to add [REDACTED], bringing the log total to [REDACTED]. (Ex.
 12 104 (1/11/2017 log).) Waymo has not yet had an opportunity to analyze this newly produced log,
 13 but Uber’s incredibly late production is yet another obviously prejudicial and yet another violation
 14 of the Court’s orders. This should result in waiver of the privilege of these [REDACTED]
 15 (J. Alsup Standing Order ¶ 18 (“Failure to furnish [] information [sufficient to justify the privilege]
 16 at the time of the assertion will be deemed a waiver of the privilege or protection.”).)

17 Also, during depositions into the Jacobs allegations, Uber’s outside counsel repeatedly and
 18 improperly used the attorney-client privilege to instruct witnesses not to answer questions about
 19 *facts* to the extent such facts happened to have been communicated from an attorney. (*E.g.*, Ex. C
 20 [12/14/2017 Sullivan Dep. Tr.] at 218:11-22, 221:13-222:5; Ex. A [12/14/2017 Yoo Dep. Tr. Vol.
 21 2] at 191:10-192:5; Ex. D [12/15/2017 Trujillo Dep. Tr.] at 74:10-74:17, 74:20-75:3, 75:4-75:11,
 22

23 ⁴ In light of this and other demonstrated irregularities with Uber’s assertions of privilege, Judge
 24 Corley ordered Uber to provide, for *in camera* inspection, 50 pages of redacted documents chosen
 25 by Waymo.⁴ (Dkt. 2454 at 2.) Based on that review, Uber was ordered to produce full copies of 4
 26 documents [REDACTED]. (Ex. 49.)

27 Given, Defendants’ history of wrongfully withholding documents under the guise of the
 28 attorney-client privilege, Waymo asked Judge Corley for a much broader *in camera* review. (*See*
 Dkt. 2441-4 at 2-4.) Waymo expects to file a Motion for Relief from Judge Corley’s Order that
 limited the *in camera* review to a mere 50 pages of documents that Defendants redacted.

1 91:23-92:6, 92:21-93:4, 109:17-110:1, 118:11-19; Ex. E [12/19/2017 Huffington Dep. Tr.] at 49:7-
 2 17, 52:20-53:7, 71:23-73:9, 74:8-18, 82:14-22, 84:20-85:4, 86:15-87:4, 87:16-22, 91:7-14, 91:22-
 3 92:3 102:19-25, 160:20-161:7; Ex. F [12/20/2017 Majalya Dep. Tr.] at 49:23-50:5, 50:17-24; Ex. G
 4 [12/20/2017 Russo Dep. Tr.] at 203:1-18.) Uber also allowed the personal attorneys of certain Uber
 5 SSG employees to block answers to questions based on purported “national security concerns.”
 6 (*E.g.*, Ex. H [12/19/2017 Nocon Dep. Tr.] at 16:17-17:4; Ex. G [12/20/2017 Russo Dep. Tr.] at 31:2-
 7 17, 157:21-158:24; Ex. I [12/21/2017 Gicinto Dep. Tr.] at 36:6-37:4, 60:2-22, 138:24-140:8,
 8 142:10-17, 205:15-206:5, 225:5-226:13.)

9 In addition, Uber’s outside counsel repeatedly instructed attorney-witnesses not to answer
 10 questions that would reveal their “mental impressions,” even when the questioning sought
 11 information far afield from any conceivable claim of work product. (*E.g.*, Ex. A [12/14/2017 Yoo
 12 Dep. Tr. Vol. 2] at 254:6-15, 289:5-24, 346:5-9, 354:2-7, 387:23-388:14, 415:11-24, 430:21-431:23,
 13 432:7-11; Ex. F [12/20/2017 Majalya Dep. Tr.] at 34:5-24, 125:14-20, 162:24-163:6, 164:9-165:23,
 14 176:25-177:12, 252:4-15; Ex. J [12/22/2017 Clark Dep. Tr.] at 124:3-125:11, 126:22-127:13, 182:6-
 15 25, 199:22-200:11, 247:7-13, 344:20-345:11; Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at 129:23-
 16 130:18, 153:14-23, 164:18-24, 171:16-24, 178:9-25, 185:23-186:9, 188:12-189:12, 189:18-25,
 17 191:11-18, 221:8-14; Ex. K [12/22/2017 Spiegler Dep. Tr.] at 89:6-22, 169:19-171:9, 192:24-
 18 193:18, 283:24-284:7.) To take one example, Craig Clark was improperly instructed not to answer
 19 whether he had ever marked a document “attorney-client privileged” when he did not believe such
 20 document was privileged, on the grounds that such an answer would disclose Clark’s “mental
 21 impressions” and thus his work product. (Ex. J [12/22/2017 Clark Dep. Tr.] at 195:19-197:10.)
 22 Padilla was even instructed not to reveal her “mental impressions” regarding subject matter she had
 23 previously disclosed (without objection) in her testimony at the evidentiary hearing. Padilla was
 24 instructed not to expound upon her thought process in failing to provide the Jacobs Letter to either
 25 in-house or outside counsel handling the Waymo matter even though she provided, without
 26 objection, a high-level explanation on this same subject during the evidentiary hearing. (*Compare*,
 27 *e.g.*, Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at 153:14-23, *with* Dkt. 2310 [11/29/2017 Hr’g Tr.]
 28 at 17:15-18:23.) In light of these selective assertions of “work product,” Uber should be precluded

1 from offering any explanation for its failure to turn over this material evidence during discovery.

2 Uber's obstructionism over the past month of supplemental discovery has complicated what
3 was already an aggressive schedule for investigating the Jacobs Documents. Again, the Court
4 should take appropriate measures to ensure that Uber is not able to capitalize on its misconduct.

5 **C. Discovery Has Corroborated Key Allegations In The Jacobs Letter Material To**
6 **Waymo's Claims.**

7 The new Jacobs-related discovery that Waymo has been able to pry from Uber has led to
8 material evidence pertaining to the merits of Waymo's trade secret claims. In accordance with the
9 Court's request, Waymo summarizes below the key evidence discovered during the reopened
10 discovery period, how this evidence was previously unknown to Waymo, and the relevance of such
11 evidence to Waymo's allegations in this case. Attached hereto in Appendix A, Waymo provides
12 the practical details of how it will implement its offer of proof, including the names of specific
13 sponsoring witnesses for documentary evidence that Waymo intends to rely upon in its case-in-chief
14 at trial, and an explanation as to how Waymo will overcome hearsay objections for such documents.

15 **1. Uber Used Its ThreatOps Division To Systematically Collect Intelligence**
16 **On Waymo And Other Competitors.**

17 Uber used its "ThreatOps" group (which included its Strategic Services Group ("SSG")) to
18 engage in a vast, previously undisclosed, "competitive intelligence" gathering program against
19 competitors in the autonomous vehicle market, including primarily Waymo. As detailed below,
20 Uber ThreatOps coordinated these efforts with ATG personnel, including Anthony Levandowski
21 and Lior Ron, shortly after Uber's ATG group "pivoted" to development of the Fuji medium-range
22 LiDAR sensor that Waymo contends incorporates its trade secret designs. Uber's keen interest in
23 the performance of Waymo's self-driving cars at this time is probative to Uber's intent and
24 knowledge that it was developing derivative technology that it understood would perform similarly
25 to the Waymo technology under surveillance.

26 Uber's techniques for collecting intelligence on competitors [REDACTED]

27 [REDACTED] (Ex. 13.)

28 SSG employee Ed Russo testified [REDACTED]

[REDACTED]. (Ex. G [12/20/17 Russo Dep. Tr.] at 295:5-13, 11:6-8.) [REDACTED]

1 [REDACTED]
 2 [REDACTED] (Ex. 13 at
 3 UBER00336620.) [REDACTED]

4 [REDACTED]
 5 [REDACTED] (*Id.* at UBER00336625 (emphasis added).) [REDACTED]

6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED] (*Id.* at UBER00336621, UBER00336622-27.)

10 The document also discusses [REDACTED]
 11 [REDACTED]
 12 [REDACTED] (*Id.* at UBER00336628; *see*
 13 *also* Ex. G [12/20/17 Russo Dep. Tr.] at 314:23-316:4; Ex. I [12/21/17 Gicinto Dep. Tr.] at 176:13-
 14 178:1.) In other words, SSG [REDACTED]

15 [REDACTED]
 16 [REDACTED].⁶ Before the reopened discovery period, Waymo was unaware of this
 17 intelligence gathering effort against autonomous vehicle competitors.

18 Documentation indicates that Uber executed upon its Collection Plan and provided regular
 19 updates of its progress. In December 2016, Uber's Strategic Services Group (a sub-group within
 20 "ThreatOps") created a presentation titled [REDACTED] (Ex. 18.) Again, the [REDACTED] was Uber's

21
 22 _____
 23 ⁵ Uber's code word for the autonomous vehicle market was the "[REDACTED]," and the code word
 24 "[REDACTED]" corresponded to Google. (Ex. 14.)

25 ⁶ Uber's practice of gathering intelligence on competitors [REDACTED]
 26 [REDACTED] (Ex. 17 at
 27 UBER00338182.) [REDACTED]
 28 (*Id.* (emphasis added).) [REDACTED]
 29 [REDACTED] (*Id.*)

1 code word for the autonomous vehicle market and [REDACTED] was Uber's code word for [REDACTED]
 2 (Ex. 14.) [REDACTED]
 3 [REDACTED] (Ex. 18 at
 4 UBER00330930-31.) [REDACTED] (Id. at UBER00330939.)
 5 Before the supplemental discovery period, Waymo was unaware of Uber's efforts to conduct
 6 "research" into autonomous vehicle competitors with a focus on acquiring "[REDACTED]."

7 Uber's ATG Group was keenly aware and interested in Uber's competitive intelligence
 8 gathering efforts. On October 23, 2016, former Ottomotto co-founders and Uber ATG managers
 9 Anthony Levandowski and Lior Ron [REDACTED]
 10 [REDACTED]
 11 [REDACTED] (Ex. 15.) [REDACTED]
 12 [REDACTED]
 13 [REDACTED] (Compare Ex. 15, with Ex. 16 at 2 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED] (Ex. 15.) While
 17 the specific October 2016 email was produced before the Jacobs letter (although after normal
 18 discovery, as it was among the "non-migrated" Levandowski Ottomotto emails), the significance of
 19 Levandowski's interest in competitive intelligence gathering only became apparent in the context
 20 of the other, newly discovered Jacobs material.

21 Levandowski and Ron also interfaced directly with ThreatOps in regards to competitive
 22 intelligence gathering. In late January 2017, Mat Henley, the director of Uber "Threat Ops,"
 23 [REDACTED]. (Ex. 19.) [REDACTED]
 24 [REDACTED]
 25

26 ⁷ Jacobs testified that, to his knowledge, [REDACTED]
 27 [REDACTED]
 28 [REDACTED] (Ex. L [12/20/2017 Jacobs Dep. Tr.] at 205:2-12; *see also* Ex. Z [12/22/2017
 Henley Dep. Tr.] at 108:7-109:13.)

1 [REDACTED] (*Id.*) [REDACTED]
 2 [REDACTED] (*Id.*) Shortly thereafter, a meeting
 3 invitation reflecting a January 31 meeting was circulated [REDACTED]
 4 [REDACTED]. (Ex. 20.) Before the supplemental discovery period, Waymo was unaware
 5 of Uber senior ATG members collaborating with Uber's intelligence gathering operation within
 6 ThreatOps.⁸

7 SSG memoranda further reflect that Lior Ron and Anthony Levandowski had meetings with
 8 ThreatOps personnel in early 2017. (Exs. 21 & 22.) [REDACTED]
 9 [REDACTED] (Ex. 21.) [REDACTED]
 10 [REDACTED]
 11 [REDACTED]⁹ (Ex. G [12/20/2017 Russo Dep. Tr.] at 272:12-273:3, 278:5-16.)
 12 Other ThreatOps personnel confirmed [REDACTED]
 13 [REDACTED]. (Ex. C [12/14/2017 Sullivan Dep. Tr.] at 63:5-13,
 14 66:15-67:1; Ex. I [12/21/2017 Gicinto Dep. Tr.] at 23:19-25:1, 33:4-20, 33:21-34:17, 44:14-45:6,
 15 148:15-150:7; Ex. Z [12/22/2017 Henley Dep. Tr.] at 98:7-23, 125:8-126:2, 126:23-127:3.)
 16 [REDACTED]
 17 [REDACTED]¹⁰ (Ex. 21 at UBER00336616

18 _____
 19 ⁸ Uber did previously produce one calendar invite for a February 14, 2017 meeting between
 20 Levandowski, Ron, Mat Henley, and Nick Gicinto (among others), but there was no information in
 21 the produced invitation about the subject matter of the meeting or role of Henley or Gicinto (for
 22 example, the meeting topic was identified merely as "Mat Lior Nick"). (*See* Ex. 39.)

23 ⁹ Lior Ron [REDACTED] listed in Exhibit 21 (Ex.
 24 X [12/12/2017 Ron Dep. Tr. Vol. 3] at 528:2-17, 529:6-13, 534:3-15).

25 ¹⁰ Ed Russo testified that [REDACTED]
 26 [REDACTED]. (Ex. G [12/20/2017 Russo Dep. Tr.] at 278:17-
 27 280:15.) However, the little documentary evidence that was produced and/or remains shows
 28 otherwise. A [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED] (Ex. 24.) Before the supplemental
 discovery period, Waymo was unaware of [REDACTED]

1 (“ [REDACTED]
 2 [REDACTED]”); *see* 18 U.S.C. § 1839 (defining “misappropriation” to include
 3 “acquisition of a trade secret of another by a person *who knows or has reason to know* that the trade
 4 secret was acquired by improper means”) (emphasis added)). A similar memorandum dated
 5 February 15, 2017 indicates [REDACTED]
 6 [REDACTED] (Ex. 22.) Before the supplemental discovery period, Waymo
 7 was unaware of Uber senior ATG members directing Uber’s intelligence group to obtain
 8 confidential information about Waymo and other autonomous vehicle competitors.

9 The collaboration between Uber ATG and ThreatOps culminated in an intensive surveillance
 10 program in the Spring of 2017.¹¹ [REDACTED]
 11 [REDACTED]

12 [REDACTED].¹² (Ex. I [12/21/2017 Gicinto Dep. Tr.] at 23:19-34:19.) With this
 13 submission, Waymo will lodge selected copies of these videos for the Court’s viewing as Exhibits
 14 25 and 26. At the time, [REDACTED]
 15 [REDACTED].¹³ (Ex. I [12/21/2017 Gicinto Dep. Tr.]
 16 at 24:13-25:1, 32:8-13.) And the code word that Uber SSG used for Waymo [REDACTED]
 17 [REDACTED] (Ex. I [12/21/2017 Gicinto Dep. Tr.] at 136:11-14; Ex. G [12/20/2017 Russo Dep.
 18 [REDACTED]

19 [REDACTED]
 20 ¹¹ Uber’s competitive intelligence gathering efforts against Waymo also resulted in [REDACTED]
 21 [REDACTED]. (Ex.
 22 45.) Again, this report reflects Uber’s interest in the performance of Waymo’s technology at a time
 23 [REDACTED]

23 ¹² Again, Ron’s testimony [REDACTED]
 24 [REDACTED] (Ex. X
 [12/12/2017 Ron Dep. Tr. Vol. 3] at 547:1-550:15.)

25 ¹³ Uber witnesses have insisted that their competitive intelligence gathering efforts relied
 26 entirely on “open source” information. But, as shown above, the documentary evidence suggests
 27 otherwise. (*Supra* n.10.) Also, the question of whether Uber’s competitive research relied upon
 28 proper or improper means is beside the point—regardless of the methods used, Uber’s collection of
 information on Waymo is evidence of *past* misappropriation, because it reflects a level of interest
 in the performance of Waymo’s vehicles that Uber would not have had unless it was aware that its
 own Fuji system would perform similarly.

Tr.] at 328:1-3.) Before the supplemental discovery period, Waymo was unaware of [REDACTED]
[REDACTED].
[REDACTED] (Ex.
26) [REDACTED]
[REDACTED]
[REDACTED]
(See also Ex. G [12/20/2017 Russo Dep. Tr.] at 324:20-331:14.) [REDACTED]
[REDACTED]
(Ex. 26 at 3:10–4:11.) [REDACTED]
[REDACTED]
[REDACTED] (Ex. 26 at 4:20–4:40; see also Ex. Z [Henley Dep. Tr. at 111:9-112:13.])
[REDACTED]
[REDACTED] Before the supplemental discovery period,
Waymo was unaware of [REDACTED]
[REDACTED]
[REDACTED].

2. Uber Used Non-Attributable Devices To Avoid Discovery Into Its Activities.

A document titled [REDACTED]
[REDACTED]
(Ex. 27.) [REDACTED]
[REDACTED] (*Id.* at
UBER00327811-15.) [REDACTED]
[REDACTED]
[REDACTED] (*Id.* at UBER00327815.) [REDACTED]
[REDACTED]
[REDACTED] (*Id.* at UBER00327815.) [REDACTED]
[REDACTED]

1 [REDACTED] (*Id.*
 2 at UBER00327815-17.) SSG employee Jack Nocon testified that [REDACTED]
 3 [REDACTED]
 4 [REDACTED] (Ex. H [12/19/2017
 5 Nocon Dep. Tr.] at 124:14-125:13.) [REDACTED]
 6 [REDACTED] (*Id.* at 125:14-
 7 127:12.) Before the supplemental discovery period, Waymo was unaware of Uber conducting
 8 research in this manner using virtual machines, dedicated “research” computers, and non-
 9 attributable MiFi connections to access specifically designed to host information separate from
 10 Uber’s main servers.

11 In addition to managers like Craig Clark and Mat Henley, Joe Sullivan (Uber’s former Chief
 12 Security Officer and a member of Uber’s executive leadership team) knew of, and ostensibly
 13 approved, the use of non-attributable devices for research purposes. Sullivan [REDACTED]
 14 [REDACTED]
 15 [REDACTED]. (Ex. C [12/14/17 Sullivan Dep. Tr.] at 124:17-125:2, 125:22-25, 276:1-6.)

16 SSG employees Ed Russo and Nick Gicinto testified that [REDACTED]
 17 [REDACTED]
 18 [REDACTED]. (Ex. G
 19 [12/20/2017 Russo Dep. Tr.] at 110:6-111:14, 113:5-8; Ex. I [12/21/2017 Gicinto Dep. Tr.] at 67:23-
 20 71:24, 75:3-76:21.) [REDACTED]

21 [REDACTED]
 22 [REDACTED] (Ex. G [12/20/2017 Russo Dep. Tr.] at 113:9-114:2, 123:20-
 23 126:8; Ex. I [12/21/2017 Gicinto Dep. Tr.] at 89:12-90:22.) Ed Russo testified that [REDACTED]
 24 [REDACTED] (*Id.* at 119:24-120:9.) It is unclear what form these reports
 25 took, but Waymo has located few, if any, documents that would meet Russo’s description of these
 26

27 ¹⁴ Ed Russo testified that [REDACTED]
 28 [REDACTED] (Ex. G [12/20/2017 Russo Dep. Tr.] at 108:24-109:24.)

1 reports in Uber's production of documents during this discovery period. Ed Russo testified that

2 [REDACTED]
3 [REDACTED] (Ex. G [12/20/2017 Russo Dep. Tr.] at 132:21-134:10.)

4 Before the supplemental discovery period, Waymo was unaware of Uber hosting a [REDACTED] server
5 to [REDACTED].

6 At his deposition, Jacobs testified that [REDACTED]

7 [REDACTED]
8 [REDACTED] (Ex. L [12/20/2017 Jacobs Dep. Tr.] at 93:9-16.) Jacobs also testified that

9 [REDACTED]
10 [REDACTED] (*Id.* at 108:11-109:11.) This reinforces Uber's
11 efforts to conceal documents from discovery concerning at least ThreatOps' activities.

12 In its January 3 Order, the Court asked whether it was true that the issue of non-attributable
13 devices "was a problem confined to SSG and MA." (Dkt. 2447) It is true that Uber served a log on
14 December 4 (Ex. 28)—which was supplemented and expanded immediately after Waymo
15 completed depositions on December 22 (Ex. 29)—of "non-attributable" device users that appears to
16 be limited to ThreatOps personnel.¹⁵ In preparing these logs, Uber appears to have unilaterally
17 limited its definition of "non-attributable" devices to the "research laptops" used by ThreatOps and
18 described during the November 29 evidentiary hearing. (*See, e.g.*, Dkt. 2310 [11/29/17 Hr'g Tr.] at
19 146:17-148:3 (describing "non-attributable devices" as "research laptops" that were incapable of
20 storing data).) Defendants' logs aside, it is also true that in the supplemental round of discovery,
21 Waymo did not uncover evidence that other departments utilized third party vendors to acquire
22 devices paid for by Uber for the express purpose of ensuring those devices could not be traced back
23 to Uber. However, as explained below, Uber was aware that Levandowski was using two non-Uber

24
25
26 ¹⁵ The Court also ordered that Uber search for and produce "[a]ll documents in the entire
27 company that have anything to do with . . . non-attributable devices . . ." (Dkt. 2309 [11/28/2017
28 Hr'g Tr.] at 147:10-15.) In email correspondence, Uber unilaterally limited its search and
production of documents to those within the custody of certain persons at Uber (*i.e.* previously
agreed-upon document custodians, additional personnel identified in Defendants' forensic expert
report, and SSG and MA personnel). (Ex. 46.)

laptops “for Uber work” while running its self-driving car program (despite also knowing that he had retained vast amounts of Waymo confidential information after he resigned), an arrangement that gave Uber all the benefits of any misconduct committed with them, but none of the attribution. (See Section II.A.4. *infra*.)

3. Uber Used Ephemeral Communication Platforms To Avoid Discovery Into Its Activities.

At the November 28, 2017 hearing, the Court ordered Uber to provide a log of all Uber personnel who used “Wickr or any other self-deleting communication system.” (Dkt. 2309 [11/28/2017 Hr’g Tr.] at 153:20-157:7.) On November 30, Defendants counsel proposed unilaterally limiting its self-deleting communication log to only certain categories of persons at Uber (*i.e.* previously agreed-upon document custodians, additional personnel identified in Defendants’ forensic expert report, and SSG and MA personnel).¹⁶ (Ex. 46). A subsequent email from Defendants’ counsel confirmed that this unilateral limitation on Uber’s log was, in fact, imposed. (Ex. 47 at 2 (“On the call yesterday, Sylvia confirmed that Uber’s productions in response to the Court’s order have followed that proposal.”).)

Despite these limitations, Uber’s log served on December 4 (Ex. 30), which was also supplemented on December 22 (Ex. 31), identifies no less than 334 individuals and five teams “in general” that used Wickr or a “similar platform” at Uber (Ex. 31). Not identified on Defendants’ self-deleting communications log are Uber’s company-wide chat program “uChat” and its predecessor “HipChat” (*see* Ex. 32), even though Uber’s own witness, Ed Russo, testified that both uChat and HipChat are “[REDACTED]” (Ex. G [12/20/2017 Russo Dep. Tr.] at 93:15-22.) Thus, if Uber had included users of HipChat and UChat in its court-ordered logs, the number of users would have been substantially larger.

Throughout this reopened discovery period, Uber has attempted to draw an equivalence between its use of self-destructing messaging applications (such as Wickr, Telegram, and Snapchat)

¹⁶ In its email correspondence, Uber purported to disclose the scope of personnel searched and queried in the interest of transparency. (Ex. 46.) In subsequent meet-and-confer conferences with the Special Master, Waymo made clear that that it believed this was improper and less than what the Court ordered.

1 and Google's employees' use of the "Google Hangouts" application, which includes an "off-the-
 2 record" setting. The use of these applications by Google and Uber, however, could not be more
 3 different. Discovery has shown that Uber employees used these ephemeral messaging applications
 4 in a manner that would have the effect of avoiding discovery in ongoing or anticipated litigation.
 5 (Ex. C [12/14/2017 Sullivan Dep. Tr.] at 214:1-12, 236:8-13, 237:3-20, 239:16-240:4; 243:6-11);
 6 Ex. H [12/19/2017 Nocon Dep. Tr.] at 220:17-221:10, 221:11-14, 226:8-17; Ex. G [12/20/2017
 7 Russo Dep. Tr.] at 100:6-101:2, 101:8-21; Ex. I [12/21/2017] Gicinto Dep. Tr. at 53:20-54:8, 54:9-
 8 55:15; Ex. Z [12/22/2017 Henley Dep. Tr.] at 64:24-65:9, 120:20-123:4.) For example, just one
 9 month after Uber announced uChat as its standard, company-wide chat program, [REDACTED]

10 [REDACTED]
 11 [REDACTED] (Ex. 34.) [REDACTED] (Ex. Y [12/12/2017
 12 Ron 30(b)(6) Vol. 2 Dep. Tr]. at 373:21-374:22; *see also* Ex. 35.)¹⁷

13 By contrast, Google and Waymo witnesses have testified that their employees use Google
 14 Hangouts for normal business purposes, and that there is no similar program or instruction at Google
 15 or Waymo to use ephemeral messaging applications for the purpose of thwarting discovery in
 16 ongoing or future litigation. [REDACTED]

17 [REDACTED]
 18 [REDACTED] (Ex. 33.) Google and Waymo 30(b)(6) witnesses have
 19 testified that [REDACTED]
 20 [REDACTED] (Ex. M [12/14/2017 Johnston 30(b)(6) Dep. Tr.] at 102:10-103:19.)

21 In its January 3 Order, the Court asked whether the "ephemeral messaging" issue was
 22 previously known to Waymo. (Dkt. 2447.) Although Waymo had previously learned that certain
 23 individuals used the ephemeral messaging application "Telegram," Waymo was previously unaware
 24 of Uber personnel using the other logged communication platforms, including Wickr, and was also

25
 26 ¹⁷ [REDACTED]
 27 [REDACTED] (Ex. Y [12/12/2017 Ron 30(b)(6) Vol. 2 Dep. Tr.] at
 28 372:21-373:18.) [REDACTED] (*Id.* at 374:24-379:9.)

1 unaware of the scale and scope of use of these ephemeral messaging platforms. Waymo was also
 2 unaware that Uber's ThreatOps had specifically set up Levandowski and Ron with Wickr access
 3 while Levandowski and Ron were requesting that [REDACTED]

4 [REDACTED].

5 **4. Uber Used Contrived Attorney-Client Privilege Designations To Avoid** 6 **Discovery Into Its Activities.**

7 Uber's competitive intelligence gathering operations were shrouded through improper use
 8 of the attorney-client privilege. The Jacobs Letter references a training presentation given by
 9 ThreatOps attorney Craig Clark that included the "lawyer dog meme." (Ex. 2 at 8.) The Jacobs
 10 Letter states that "[w]hile the presentation slides themselves did not depict or explain any unethical
 11 or illegal practices involving attorney-client privilege," Jacobs observed Clark using the
 12 presentation to "verbally coach[] the participants on how to use attorney-client privilege to ensure
 13 sensitive intelligence collection activities would not surface in litigation." (*Id.*) Discovery confirms
 14 that a version of this presentation does in fact exist (Ex. 36), [REDACTED]
 15 [REDACTED]. (Ex. L [12/20/2017
 16 Jacobs Dep. Tr.] at 76:16-77:16.) This indicates that versions of Clark's presentation were lost or
 17 destroyed.

18 Jacobs testified that [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]

22 [REDACTED]¹⁸ (Ex. L [12/20/2017 Jacobs Dep. Tr.] at 80:18-81:5.) [REDACTED]

23 ¹⁸ Uber witnesses have [REDACTED]

24 [REDACTED] For example, Padilla testified that [REDACTED]
 25 [REDACTED] (Ex. B [12/22/2017 Padilla Dep. Tr. Vol.
 26 2] at 198:16-203:11.) [REDACTED]
 27 [REDACTED] And it would not be surprising for Clark to omit from the presentation to Padilla the
 28 more controversial aspects of his normal presentation. Indeed, during Uber's investigation of Clark
 and other ThreatOps personnel, [REDACTED]
 [REDACTED] (Ex. 54 at UBER00334507-08; Ex. K

1 [REDACTED]
2 [REDACTED]
3 [REDACTED] (*Id.* at 81:13-82:8.)
4 [REDACTED]

5 [REDACTED] (Ex. G [12/20/2017 Russo Dep. Tr.] at 74:13-84:4; Ex. I
6 [12/21/2017 Gicinto Dep. Tr.] at 80:6-181:5.) Based on this training, certain ThreatOps personnel
7 were clearly left with an overbroad understanding of the use of the privilege. For example, Russo
8 testified that [REDACTED]
9 [REDACTED]
10 [REDACTED] (Ex. G [12/20/2017 Russo Dep. Tr.] at 79:8-9; *see also* Ex. H [12/19/2017 Nocon Dep. Tr.]
11 at 171:13-172:11; Ex. AA [12/22/2017 Henley 30(b)(6) Dep. Tr.] at 115:15-116:22.) Before
12 learning of the Jacobs Documents, Waymo was unaware of Clark's training ThreatOps personnel in
13 regards to attorney-client privilege designations.

14 The ThreatOps documents that have been produced reflect a pattern of improperly
15 designating material as attorney-client privileged. For example, the "[REDACTED]" document
16 authored by Russo discussed above (Ex. 13) is prominently marked as "Attorney-Client Privilege,"
17 "Confidential Work Product," and a "Eyes Only" document. The weekly competitive intelligence
18 email [REDACTED] contains an "A/C privilege"
19 notation in its subject line (Ex. 15.) The December 2016 [REDACTED] is labeled as
20 "Attorney-Client Privilege" and "Confidential Work Product." (Ex. 18.) The [REDACTED]
21 [REDACTED] (Exs. 21 & 22), as well as the [REDACTED]
22 [REDACTED] (Ex. 24) are all marked as being
23 "Created at the Direction of Legal – Attorney-Client Privilege & Confidential Work Product." The
24 fact that all of these documents have now been produced confirms that Uber acknowledges that
25 these designations were improper. [REDACTED]
26 [REDACTED]
27 [REDACTED]

28 [REDACTED]
[12/22/2017 Spiegler Dep. Tr.] at 220:9-222:19.)

1 [REDACTED] Before the supplemental discovery period, Waymo was unaware of any of these
2 documents or their improper attorney-client privilege designations.

3 Further, newly produced documents show that [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED] (Ex. 37.) [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]

10 [REDACTED] (Ex. 38.) There is no question these privilege designations were improper—Uber
11 itself has now been forced to produce these documents, again showing they were improperly
12 marked, this time at [REDACTED] direction. Before the supplemental discovery period, Waymo was
13 unaware of any of senior Uber management directing the use of contrived attorney-client privilege
14 designations.¹⁹

15 5. Uber's Consideration Of Aggressive And Controversial Data-Retention 16 Policies Raises Further Concerns Regarding Spoliation Of Evidence.

17 Discovery into the Jacobs documents has also revealed that [REDACTED]
18 [REDACTED]
19 [REDACTED] (Ex. A [12/14/2017 Yoo Dep. Tr. Vol. 2] at 434:1-435: 8, 447:4-9; Ex. B [12/22/2017
20 Padilla Dep. Tr. Vol. 2] at 244:19-24, 2501:11-251:25.) According to Padilla, [REDACTED]
21 [REDACTED]
22 [REDACTED] (Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at 257:16-258:14; *see also* Ex. A
23 [12/14/2017 Yoo Dep. Tr. Vol. 2] at 435:9-436:9.) [REDACTED]
24 [REDACTED]

25 ¹⁹ During her deposition, [REDACTED]
26 [REDACTED] (Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at
27 203:18-206:2.) Besides Padilla's second-hand, litigation-inspired, speculation in a nonresponsive
28 answer during her deposition, Uber has no evidence, much less admissible evidence, to support this theory.

(Ex. N [12/14/2017 Kalanick Dep. Tr. Vol. 3] at 606:5-618:7.)

[REDACTED]. (Ex. A [12/14/2017 Yoo Dep. Tr. Vol. 2] at 437:14-438:20; Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at 252:25-254:13, 255:9-259:9.) [REDACTED] (Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at 280:18-281:11), [REDACTED] (Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at 264:11-265:5; Ex. A [12/14/2017 Yoo Dep. Tr. Vol. 2] at 436:10-19, 437:3-439:12.)

Padilla testified that [REDACTED] (Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at 269:12-272:6, 291:1-13.) According to Padilla, [REDACTED]

[REDACTED] (*Id.* at 291:1-13.) Padilla also testified that [REDACTED] (*Id.* at 271:21-24.) But, when [REDACTED]

[REDACTED] (Exs. 40 & 41), [REDACTED] (Ex. 42 ¶ 6 & 43 ¶¶ 6, 7). Additionally, Padilla's testimony [REDACTED]

²⁰ (Ex. 44.) In fact, [REDACTED] [REDACTED] (Ex. 44.) Padilla also [REDACTED]

(Compare Ex. 44 (" [REDACTED]

²⁰ Uber does not appear to have produced performance reviews for [REDACTED]

1 [REDACTED].”), with Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2] at 291:18-292:14
 2 (testifying that [REDACTED]
 3 [REDACTED].)

4 Uber claims [REDACTED]. (Ex. B [12/22/2017 Padilla Dep. Tr. Vol. 2]
 5 at 285:10-19.) But its willingness to consider such a controversial policy, and the internal reaction
 6 thereto, raises serious concerns regarding its preservation of relevant data in this case.

7 **D. Uber Paid Off Jacobs In An Effort To Conceal His Allegations.**

8 Uber settled Jacobs’ claims in August 2017 by agreeing to pay \$4.5 million to Jacobs and
 9 \$3 million to his attorneys.²¹ (Dkt. 2447 [11/29/2017 Hr’g Tr.] at 62:18-63:12; Ex. 56 ¶ 2(a)
 10 [UBER00326370] (Settlement Agreement).)

11 Of the \$4.5 million paid to Jacobs, \$2.5 million was paid over a twelve month period
 12 pursuant to a consulting agreement. (Dkt. 2447 [11/29/2017 Hr’g Tr.] at 63:6-15; Ex. 57.) With
 13 the settlement, [REDACTED]

14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]” (Ex. 56 ¶ 7 [UBER00326370] (Jacobs Confidentiality
 17 Agreement); Ex. 58 ¶ 3 [UBER00326386] (Counsel Confidentiality Agreement).) Jacobs’
 18 settlement agreement also included a “clawback” provision that would require Jacobs to forfeit his
 19 settlement proceeds in the event of a breach of confidentiality, nondisparagement, or failure to
 20 cooperate. (Dkt. 2447 [11/29/2017 Hr’g Tr.] at 57:16-58:14; Ex. 56 ¶ 2(b).) Taken together, the
 21 magnitude, structure, and timing of the Jacobs settlement strongly suggest that Jacobs was paid off
 22 to ensure that his allegations would never see the light of day.

23 **II. Defendants’ Discovery Misconduct With Regards To The Jacobs Documents Is**
 24 **Consistent With Their Prior Conduct in This Case.**

25
 26 ²¹ Clayton Halunen, Jacobs’ lead attorney, has submitted a Declaration stating that his firm
 27 “did not maintain time records sufficient to show the time spent on Mr. Jacobs’ matter or send
 28 invoices to Mr. Jacobs reflecting its work on the matter.” (Ex. 55 [Halunen Decl.]) He estimated
 that the time his firm spent working on the matter was approximately 230 hours. (*Id.*) He did not
 have personal knowledge of the amount of time spent by co-counsel, but presumed it was also
 approximately 230 hours. (*Id.*)

Uber's failure to produce the Jacobs Documents and information relating to the Jacobs allegations is unfortunately, hardly the first time Defendants and their agents have sought to conceal material information in this litigation. Rather, this failure is simply one small part of a larger pattern of discovery misconduct that has come to characterize this case. As discussed below, Uber and its agents have engaged in systematic destruction of evidence, concealed sources of material information, and violated Court orders and discovery obligations. Additionally, the recently discovered evidence demonstrating that ThreatOps personnel used nonattributable devices, ephemeral communications to avoid discovery, and contrived attorney-client privilege designations harkens back to similar, but far-more widespread conduct, uncovered by Waymo during normal discovery in this case. Waymo has previously briefed many of these issues and, on August 25, provided the Court with a then-comprehensive list of Defendants' Discovery Misconduct. (Dkt. 1356.) Pursuant to the Court's directions at the December 4 hearing, Waymo collects and summarizes the most salient of those prior instances here, as they relate to the recent Jacobs-related concealment and misconduct.

A. Defendants Have Committed Severe Spoliation Of Evidence.

1. Defendants Have Used Ephemeral Messaging Services Throughout Their Organization To Avoid Discovery In Potential Litigation.

Prior to the U.S. Attorney's disclosure of the Jacobs Letter, Waymo was aware that central witnesses in this case—including Levandowski, Kalanick, and Eric Meyhofer (the current head of Uber ATG)—used Telegram, an encrypted messaging application that, according to its FAQ page, offers "Secret Chats with self-destructing messages, photos, and videos."²² Waymo also believed, as explained more fully in Waymo's Motion for Jury Instruction Based on Spoliation (Dkt. 2197-4), that Kalanick used a 30 day auto-delete setting on his iPhone that effectively turned his text messages into ephemeral communications, resulting in the spoliation of hundreds of text messages with Levandowski.²³ Waymo's concerns regarding this conduct have been reinforced by the newly

²² See Telegram FAQ page, available at <https://telegram.org/faq>, at "Who is Telegram for?" and "How are secret chats different?").)

²³ As set forth in the two declarations provided by Matthew Schroeder, Waymo's forensic

1 discovered evidence related to the Jacobs Letter, as discussed above. (*Supra* Section I.C.3.)

2 **2. Uber’s Senior Management Instructed Anthony Levandowski To**
 3 **Destroy Five Hard Drives Of Waymo Information That He Had**
 4 **Improperly Retained.**

5 As set forth fully in Waymo’s Motion for Jury Instruction Based on Spoliation (Dkt. 2197-4),
 6 from the Stroz Report, Uber and its outside counsel have known all along in this case that
 7 Levandowski retained, and then allegedly destroyed, five disks of confidential Google information.
 8 An April 2, 2016 memorandum summarizing Stroz Friedberg’s interview with Anthony
 9 Levandowski states that Levandowski told Stroz Friedberg that in the course of gathering
 10 information for the due diligence investigation, he realized he was in possession of 5 hard drives
 11 containing Waymo proprietary “[REDACTED]
 12 [REDACTED].” (Ex. 60 at STROZ_0001571.) According to the notes of
 13 Morrison & Foerster attorney Eric Tate, the 5 drives contained “[REDACTED]
 14 [REDACTED].” (Ex. 61 at UBER00324024.) Levandowski told Stroz that he had informed Uber
 15 executives Travis Kalanick, Cameron Poetzcher, and Nina Qi about the disks. (Ex. 60 at
 16 STROZ_0001571.) In response, Kalanick told Levandowski to “[REDACTED]” (*Id.*
 17 at STROZ_001572.) When Levandowski told Kalanick [REDACTED]
 18 [REDACTED]. (*Id.*) Levandowski then claimed to Stroz that [REDACTED] (*id.*), though [REDACTED]
 19 [REDACTED]. (Ex. 62 at UBER00312688.) There is
 20 no doubt that Uber reasonably contemplated litigation with Waymo at the time [REDACTED]
 21 [REDACTED]—such reasonable expectation of
 22 litigation is the basis for Uber having claimed privilege over the Stroz due diligence in the first
 23 place. The fact that Uber’s CEO, in the presence of senior management, and while under reasonable
 24 expectation of potential litigation, would [REDACTED]
 25 [REDACTED] further confirms Uber’s willingness to engage in evidence spoliation.

26 Further, as previously briefed by Waymo (Dkt. 676-4 at 13-14), Uber’s failure to timely
 27 _____
 28 consultants have been unable to corroborate Kalanick’s assertion that he used the 30 day auto-delete
 setting, and Kalanick’s expert has not identified which portion(s) of Kalanick’s iPhone’s
 configuration files reflect the use of that setting at time, let alone for the time period prior to the
 imaging of the phone in June 2017. (*See* Dkt. 2197-12 and 2265-5.)

1 inform the Court and Waymo of this destruction of evidence violated the Court's Expedited
 2 Discovery Order, which required Defendants, by March 31, to produce all files and documents
 3 downloaded by Anthony Levandowski and, to the extent such files or documents had been "deleted,
 4 destroyed, or modified," ordered Defendants to "state the extent thereof and produce all documents
 5 bearing on said deletion, destruction, or modification." (Dkt. 61 ¶ 4.) Neither Uber, nor Morrison
 6 & Foerster, disclosed Levandowski's claim to have destroyed the drives until serving an
 7 interrogatory response on June 5—the *same day* Judge Corley issued her Order compelling
 8 Defendants to produce the Stroz due diligence report that included a description of Levandowski's
 9 claims.

10 **3. Defendants Systematically Destroyed Evidence Regarding Ottomotto's** 11 **Formation And Early Development**

12 As detailed in Waymo's Motion for Jury Instruction Based on Spoliation (Dkt. 2197-4),
 13 Defendants have also engaged in severe, bad faith evidence spoliation beyond that disclosed by the
 14 Jacobs Documents. Text messages between Levandowski and Uber personnel, including Travis
 15 Kalanick and Nina Qi during the negotiations for Uber's acquisition of Ottomotto, were destroyed. (*Id.*
 16 at 7-9.) Ottomotto executives, including Anthony Levandowski and Lior Ron deleted, in real time,
 17 communications regarding Ottomotto's formation and early development. (*Id.* at 11-12.) Further, as
 18 discussed below (*infra* Section II.A.5), Defendants [REDACTED]

19 [REDACTED]. (See also Dkt. 2197-4 at 12-13.) Also, as explained above (*supra* Section II.A.2),
 20 Levandowski claimed to Stroz that while he was an executive at Ottomotto and a consultant for Uber,
 21 and at the direction of Uber's then-CEO Travis Kalanick, he [REDACTED]
 22 [REDACTED]. (See also Dkt. 2197-4 at 10-11.) This
 23 intentional, bad-faith destruction of evidence occurred at a time when Uber and Ottomotto—both their
 24 own admission in this litigation and elsewhere—reasonably anticipated litigation with Waymo regarding
 25 the very claims at issue here.²⁴ (*Id.* at 2-7.) All of this spoliation of evidence by Defendants is incredibly
 26

27 ²⁴ Additionally, an email produced from Stroz Friedberg's internal files indicates that after the due
 28 diligence report was prepared, John Gardner—Anthony Levandowski's personal attorney—sent what

1 troubling, as it occurred during Ottomotto's formative stages, likely breaking the clearest chain of
 2 evidence that would trace Uber's current technology back to Waymo and resulting in the loss of
 3 contemporaneous documents reflecting the knowledge and intent of Uber.

4 **4. Defendants Withheld Information And Discovery Regarding**
 5 **Levandowski's Two Non-Uber Laptops "Used for Uber Work."**

6 Since the outset of the case, the centerpiece of Defendants' defense has been that there was
 7 no evidence that stolen Waymo files ever made it to "Uber's servers." Because Ottomotto and Uber
 8 policy allowed Levandowski to use non-Uber devices for work, the existence and contents of any
 9 such computers is critical evidence, even if they are not so-called "Uber servers." Forensic
 10 investigation of the computers Levandowski provided to Stroz (much of which was uncovered by
 11 Waymo's own analysis after the Federal Circuit ruling) only highlighted that relevance, given that
 12 Stroz failed to collect from Levandowski, let alone "vault," devices and external media that may
 13 well have been used to copy and transfer Waymo trade secret files. (Dkt. 2063 at ¶¶ 25-53.)
 14 However, as set forth in Waymo's Second Supplemental Brief in Support of its Motion for an Order
 15 to Show Cause (Dkt. 2053-4) and Motion for Jury Instruction Based on Spoliation (Dkt. 2197-4),
 16 Defendants concealed information and discovery about at least two off-server Levandowski laptops.

17 Recounting the timeline of Defendants' evolving representations and disclosures about these
 18 computers takes at least eight pages. (Dkt. 2053-4 at 3-10.) Waymo therefore only summarizes
 19 some of the most salient issues. On April 20, 2016—just six days after receiving Jacobs' resignation
 20 email—Angela Padilla sent an email to Levandowski, cc-ing Kalanick, stating that "I understand
 21 that there are two laptop computers in your possession that you've used for Uber work that have not
 22 yet been provided to us for inspection in the Waymo litigation. [REDACTED]"

23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]." (Ex. 63 [UBER00324612] (emphasis in
 26 original).) Defendants withheld this email as privileged until Waymo moved to compel based on

27 _____
 28 Eric Friedberg characterized as a "[REDACTED]" (Ex. 50), which letter Uber is
 currently withholding on its privilege logs. (See Ex. 51 at entry 4889.)

1 Defendants’ improper use of the privilege as a sword and shield, and it was not produced to Waymo
2 until September 21—after the close of fact discovery.

3 Unknown to Waymo at the time (or the Court) – who was told **repeatedly** by Defendants
4 that they did not have access to Levandowski’s personal computers because Levandowski was being
5 uncooperative – sometime in April and/or May, “[a]t Uber’s request, Levandowski provided the two
6 computers to Goodwin [Levandowski’s attorneys in the Google-Levandowski arbitration, as well
7 as counsel for Otto Trucking] for Goodwin to run searches provided by Uber. Goodwin ran those
8 searches and provided the results to Uber.” (Dkt. 2019-1 [10/17/2017 R. Walsh Declaration] at 1-
9 2.) Defendants then produced seven documents purportedly from Levandowski’s non-Uber
10 computers to Waymo, without indicating that they came from the supposedly inaccessible
11 computers. After the close of fact discovery, Uber’s hired expert from Stroz included the computers
12 among those searched as part of his report on “whether any Waymo LLC (‘Waymo’) confidential
13 material was placed on Uber’s computer systems.” (Dkt. 2017-5 [9/7/2017 Expert Report of Kevin
14 Faulkner] at 1.) To date, Waymo still does not know what searches were purportedly run, what
15 documents may have been withheld, what documents had been destroyed before the search, and
16 what happened to the laptops (and any forensic artifacts of same) after Goodwin Procter ran the
17 searches for Uber.

18 In addition to concealing communications about these non-Uber computers behind a range
19 of purported privileges (attorney-client, Fifth Amendment, common-interest), Defendants and their
20 experts withheld even facts. As just one example, on May 22, just five days after “Goodwin Procter
21 transmitted the results of the searches of Levandowski’s computers to Morrison & Foerster” (Dkt.
22 2018-3 [10/17/2017 A. González Declaration] at 1), Waymo served its First Set of Expedited
23 Interrogatories, including one asking Uber to “**IDENTIFY all Uber Devices and Non-Uber Devices**
24 . . . that **LEVANDOWSKI has used** . . . or that **LEVANDOWSKI could have used** to access any
25 of DEFENDANTS’ Networks[.]” (Ex. 64 [1st Set of Expedited Rogs] at Interrogatory No. 3
26 (emphasis added).) Uber’s response, on June 5, identified only one responsive “personal MacBook
27 Pro (not issued by Uber)” that was used “to access Uber’s networks[.]” (Ex. 65 [Uber’s Response
28 to 1st Set Expedited Rogs] at 5-6.) At that time, of course, Padilla, Kalanick, and Morrison &

1 Foerster all knew that Levandowski had *two* non-Uber computers (both of which, according to
 2 Faulkner’s expert report, were MacBook Pros) responsive to the Interrogatory. On June 21, Waymo
 3 moved to a compel “a complete response to Interrogatory No. 3.” (Dkt. 681-4 at 7). In opposition,
 4 Uber filed a declaration from its hired expert Faulkner, that stated that “[m]y team at Stroz Friedberg
 5 worked for counsel for Uber and Uber to investigate what information the company had related to
 6 the devices used by Anthony Levandowski on Uber’s network” and that “[b]ased on Stroz
 7 Friedberg’s investigation to date, Stroz Friedberg has not identified any other Levandowski devices
 8 that accessed Uber’s network” beyond those disclosed in the interrogatory response. (Dkt. 749-8.)
 9 Judge Corley denied Waymo’s motion, ruling that “[w]ith the filing of the Declaration of Kevin
 10 Faulkner, Uber’s response is sufficient.” (Dkt. 881 at 2.)

11 To date, Defendants have never provided the factual basis for Padilla’s April 20, 2016
 12 “understand[ing]” in her letter to Levandowski that Levandowski used the second MacBook Pro
 13 “for Uber work,” instructing Padilla not to answer questions about conversations she had with
 14 anyone about the laptops other than Levandowski’s lawyers on grounds of privilege and/or work
 15 product protection. (Ex. P [10/2/2017 A. Padilla Dep. Tr.] at 58:21-66:16.)

16 The upshot of this convoluted procedural history is that Defendants have claimed, in formal
 17 discovery channels, that they did not have any access to Levandowski’s personal devices. At the
 18 same time, however they secretly arranged for Goodwin Proctor to conduct some limited searches
 19 on these devices that could be used in their forensic expert reports to justify their claims that “the
 20 files never made it to Uber”—all the while shrouding the entire process and methodology in
 21 privilege and avoiding producing of harmful evidence on the laptops. This is completely improper.

22 **5. Defendants Structured the Tyto “Acquisition” to Destroy All Tyto Email** 23 **Archives**

24 As explained in Waymo’s Motion for Jury Instruction Based on Spoliation (Dkt. 2197-4),
 25 Tyto—a LiDAR company owned and controlled by Levandowski and through which Defendants
 26 improperly acquired Waymo’s Trade Secret No. 90—was “acquired” by Defendants in a deal structured
 27 to exclude, and then destroy, all Tyto email archives. Important communications between Levandowski,
 28 James Haslim, Kalanick, and others involved in Tyto’s LiDAR work and/or acquisition have either been

1 destroyed, withheld on grounds of purported privileges, or are otherwise missing.

2 Uber executives began discussing “[REDACTED]” with Levandowski in mid-
3 January 2016, when Levandowski was still a Google employee. (See Ex. 66 [UBER00068740].)
4 According to John Bares, then-head of ATG, “Tyto” was the “[REDACTED]” that “[REDACTED]
5 [REDACTED]” (Ex. 67 [UBER00218264].) An [REDACTED] line item for the Tyto “[REDACTED]” was included in
6 the first Newco Operating Plan sent to Uber. (Ex. 68 [UBER00218400 and UBER00218401].) The
7 April 11 Put Call Agreement, signed by then-Uber CEO Travis Kalanick, required Ottomotto to “[REDACTED]
8 [REDACTED]” (Ex.
9 69 [UBER00016983] at Section 4.3.)

10 One week later, late on the evening of April 17/early morning of April 18, Levandowski spoke
11 with Kalanick, texting him afterwards, “[REDACTED]” (Ex. 70
12 [UBER00073859].) Later on April 18, Levandowski texted Lior Ron, “[REDACTED]
13 [REDACTED]” (Ex. 71 [RON0022532] (emphasis added).)
14 A little over an hour later, Ron texted Levandowski, “[REDACTED].” (Ex.
15 72 [RON0022531] (emphasis added).) The Ottomotto-Tyto term sheet was executed on April 28, with
16 no involvement by any of Defendants’ attorneys until just the day before. (Ex. 73 [TYTO-001331]; Ex.
17 74 [8/30/2017 Defendants’ Tyto Categorical Privilege Log].)

18 Ron emailed Kalanick and Poetzsch, cc-ing Levandowski, the “[REDACTED]
19 [REDACTED]” on May 4. (Ex. 75 [UBER00109892; UBER00109893; UBER00109919].)
20 That Asset Purchase Agreement excluded from the acquisition a handful of Tyto’s assets, most
21 conspicuously “[REDACTED]” (*Id.* at Schedule C
22 [UBER00109922].) The next day, Poetzsch emailed, “[REDACTED]
23 [REDACTED].” (Ex. 76 [UBER00071397] (emphasis added).) On May 10, Poetzsch emailed Kalanick
24 to inform him that [REDACTED] had “[REDACTED].” (Ex. 77 [UBER00100343].)

25 Ognen Stojanovski, Levandowski’s long-time friend and Tyto’s nominal “manager,” testified
26 that the exclusion of the Tyto email archives from the acquisition “[p]robably originated from my side,
27 from the Tyto side,” and that after the closing the emails were destroyed because “I didn’t need to have
28 access to Tyto LiDAR e-mail anymore, so there wasn’t any sense in paying for ongoing e-mail hosting

1 services.” (Ex. Q [7/20/2017 O. Stojanovski Dep. Tr.] at 308:3-311:2.)

2 **B. Defendants Have Made A Habit Of Violating The Court’s Orders**

3 **1. Defendants Violated The Expedited Discovery Order And Paragraphs 2**
 4 **and 4 Of The Provisional Relief Order.**

5 The Court issued very clear orders early in the case requiring Defendants to produce to Waymo
 6 any files taken by Levandowski, as well as the devices used to take them. (Dkt. 61 at 2 ¶ 4; Dkt. 426 at
 7 23 ¶ 2.) Both deadlines passed without the return of a single one of the misappropriated files. Moreover,
 8 the Court’s March 16 Expedited Discovery Order required Defendants to state “the full extent” of the
 9 destruction of “any part of said downloaded materials.” (Dkt. 61 at 2 ¶ 4.) Again, that deadline came
 10 and went without the disclosure of a single instance of shredding or electronic deletion. As explained
 11 in Waymo’s Motion for an Order to Show Cause (Dkt. 676-4), Reply in support of same (Dkt. 886-3),
 12 Response to MoFo and Stroz’s Order to Show Cause Responses (Dkt. 915), August 7 Supplemental
 13 Brief in Support of its Motion for an Order to Show Cause (Dkt. 1095), September 10 Corrected
 14 Supplemental Brief in Support of its Motion for an Order to Show Cause (Dkt. 1501-4), and Second
 15 Supplemental Brief in Support of its Motion for an Order to Show Cause (Dkt. 2053-4), Defendants and
 16 their agents willfully violated the Court’s Orders.

17 Waymo discovered that Defendants’ agents Stroz, Epiq, MoFo were sitting on literally
 18 thousands of files that should have been, but were not, disclosed in response to the Court’s Orders. The
 19 Court’s PI Order required Defendants to “immediately and in writing exercise the full extent of their
 20 corporate, employment, contractual, and other authority” to return the misappropriated files. (Dkt. 426
 21 at 23 ¶ 2.) Defendants were also ordered to provide a detailed accounting of all individuals who have
 22 received downloaded materials. (*Id.* at 24 ¶ 4.) Instead of complying with the Court’s Orders,
 23 Defendants concealed Stroz’s possession of over 100 Levandowski devices, including several devices
 24 that contained thousands of Waymo files. (Dkt. 1501-4 at 2-4.) These devices are not and could not be
 25 protected by any privilege, but even so, they were never produced—or even disclosed on any of
 26 Defendants’ privilege logs.

27 Defendants also took full advantage of the lengthy appeals process over their privilege assertions
 28 in order to obscure, and often misrepresent, the downloaded material described in the Stroz Report and

1 in the possession of their agents. One particularly egregious example is the so-called “Sliver” that MoFo
 2 received in March 2017, denied having, and whose existence Waymo only learned based on an email
 3 from another of Defendants’ law firms (Boies Schiller) in June. Before the Federal Circuit rejected
 4 Defendants’ meritless privilege argument, counsel at MoFo repeatedly characterized what they had as
 5 nothing more than just a “sliver” of Stroz materials. (*See, e.g.*, Dkt. 1260 at 29:1-5 (“This is – this is a
 6 small sliver.”)) Counsel at MoFo also repeatedly represented that none of the documents in their
 7 possession—either in this “Sliver” or among the exhibits to the Stroz Report—had been misappropriated
 8 by Levandowski from Waymo. (*See, e.g., id.* at 28:8-10 (“Your Honor, the notion that Morrison &
 9 Foerster has the stolen documents or ever had the stolen documents is completely baseless.”).) In fact,
 10 as Waymo learned once the Federal Circuit ruled, the “Sliver” was over **68,000** files and many of them
 11 were photographs of confidential Waymo documents taken when Levandowski was still working there
 12 and retained after he left. (Dkt. 1928-4 at 13.) But had the Federal Circuit not affirmed the Courts’
 13 orders compelling the Stroz Materials, Defendants’ narrative about the “Sliver” would remain the only
 14 one known to the public, Waymo, or the Court. (*See generally* Dkt. 2053-4 at 14-21.)

15 Waymo also learned that exhibits to the Stroz Report included documents that Waymo had
 16 specifically alleged to be “stolen documents.” (Dkt. 2053-4 at 14-17.) These Waymo documents are
 17 not and could not be privileged either, but were not produced in response to any of the Court’s Orders.
 18 Nor did Defendants identify these undisputedly responsive “downloaded materials” in the Paragraph 4
 19 accounting, referring rather to generalized categories of “**potentially** downloaded materials.” (*See, e.g.*,
 20 Dkt. 1170 (emphasis added).)

21 **2. Defendants Violated Paragraph 5 Of The Provisional Relief Order.**

22 The Court’s PI Order required Defendants to provide, at the outset of discovery, a “complete
 23 and chronologically organized log of all oral and written communications – including, without
 24 limitation, conferences, meetings, phone calls, one-on-one conversations, texts, emails, letters, memos,
 25 and voicemails—wherein Anthony Levandowski mentioned LiDAR to any officer, director, employee,
 26 agent, supplier, or consultant of defendants.” (Dkt. 426 at 25 ¶ 5.) As set forth in Waymo’s September
 27 10 Corrected Supplemental Brief in Support of its Motion for an Order to Show Cause (Dkt. 1501-4),
 28 Defendants grossly violated that Order, failing to log hundreds of LiDAR-related communications

1 between Levandowski and Uber executives and engineers (including James Haslim, Travis Kalanick,
 2 Eric Meyhofer, and Daniel Gruver) until after the close of fact discovery. Even that tardy disclosure
 3 (the fifth such supplementation of a log that was supposed to be “complete” by June 23) omitted
 4 important LiDAR communications, which Waymo had to uncover itself from Defendants’ rolling
 5 productions. As just one example, Defendants have never disclosed on any version of their Paragraph
 6 5 logs the January 3, 2016 late-night white-boarding session Levandowski and Kalanick, in which the
 7 topics included (among other things) how “[REDACTED]
 8 [REDACTED].” (Ex. 78 [UBER00311294].)

9 Defendants’ non-compliance with Paragraph 5 of the PI Order also highlights their discovery
 10 gamesmanship. Defendants would routinely withhold documents from relevant custodians until the
 11 eve of their deposition, greatly prejudicing Waymo’s ability to prepare exhibits and examination
 12 topics. As just one example, Defendants first logged dozens of LiDAR text messages between Haslim
 13 and Levandowski on June 30—without corresponding Bates numbers. Defendants did not include
 14 Bates numbers for those text messages because they hadn’t yet been produced to Waymo – and would
 15 not be, for almost six weeks, until a document dump the day before Haslim’s deposition. (*See* Dkt.
 16 1501-4 at 6-8.) Defendants engaged in similar practices with regard to LiDAR communications
 17 between Levandowski and, among others, Scott Boehmke, Eric Meyhofer, Don Burnette, and Daniel
 18 Gruver. (*Id.* at 7-11.)

19 **C. Defendants Have Repeatedly Failed To Adequately Search For And Produce**
 20 **Documents In This Case.**

21 **1. Defendants Neglected To Produce Anthony Levandowski Documents**
 22 **From Ottomotto, Necessitating The First Trial Continuance.**

23 Even before the continuance to investigate the Jacobs Documents, the Court was forced to
 24 continue the originally scheduled October 10 trial date based on Defendants’ failure to produce
 25 documents from the most important witness in this case, Anthony Levandowski. (Dkt. 1965 [10/3/2017
 26 Hr’g Tr.] at 39:21-40:1 (“[A]nd then word comes from Uber that oh, my God, they had not produced
 27 Levandowski’s own Ottomotto files, which seemed remarkable to me after 25 years of doing what you
 28 lawyers are doing, and now 18 years doing this, that the most important witness in the case somehow
 his own files got overlooked. Very suspicious.”).

1 On September 20, counsel for Defendants represented to the Court that “Ottomotto documents
2 were migrated onto the Uber computer system at the time that it was acquired. And, therefore, when we
3 searched for documents in response to document requests we would have searched not only Uber but
4 anything that may have migrated over from Ottomotto.” (Dkt. 1723 [9/20/2017 Hr’g Tr.] at 37:17-
5 38:17.) That representation turned out to be false. Seven days later, on September 27—less than 2
6 weeks before the original October 10 trial start date—Defendants’ counsel notified Waymo that it had
7 come to their attention that there “may be emails and documents from an Anthony Levandowski
8 Ottomotto account that was not migrated over to Uber.” (Ex. 79.) The next day, Waymo learned that
9 this new cache of unsearched documents includes at least 16,000 emails and 85 GB of Google drive
10 documents from an Ottomotto domain used by Levandowski. (Dkt. 1928-4 at 7.)

11 As Waymo noted in its October 2 Supplemental Motion for a Continuance, there was simply no
12 excuse for Defendants’ failure to produce these Levandowski documents from Ottomotto in light of
13 Waymo’s document requests (which were directed to both Uber and Ottomotto separately) and the Stroz
14 report, which clearly disclosed to Defendants the Levandowski ottomotto.com domain from which these
15 documents were drawn. (Dkt. 1925.) Indeed, it appears that Defendants only took action to look for the
16 missing Levandowski Ottomotto emails at all because **Waymo’s** expert noticed references to the domain
17 in the Stroz Report and commented in his report on the suspicious lack of such emails in Defendants’
18 document production. (See Dkt. 1928-4 at 9.) The withheld documents were also material to Waymo’s
19 case. For example, at least two documents from this belated production are cited elsewhere in this order
20 of proof (see Exs. 15 & 96)—including one that has never been produced in any form other than in the
21 Levandowski Ottomotto cache. (See Ex 96.)

22 On September 28, Judge Corley ordered Uber to file by noon on September 29, a declaration
23 that details how the emails and documents were found, where they were found, and why Uber did not
24 find them earlier. (Dkt. 1890 at 7.) Over two hours after the court-ordered deadline, Defendants filed a
25 vague declaration from their paid expert at Stroz Friedberg, which Judge Corley found completely
26 inadequate because it was “replete with hearsay regarding what unidentified Uber people supposedly
27 said or did” and failed to “explain what information Uber had regarding the Levandowski Otto
28 Accounts.” (Dkt. 1903.) Defendants later filed two additional declarations (Dkts. 1912 & 1913), but as

Waymo explained in its Supplemental Motion for Continuance (Dkt. 1928-4 at 9), these declarations were also inadequate because they failed to explain why Uber had failed to migrate the withheld Ottomotto documents onto its own servers in the first place.

Documents from Levandowski during his time at Ottomotto obviously go to the heart of Waymo's trade secret claims in this case. To this day, Defendants have not provided any persuasive explanation as to how these documents could have gone unnoticed, and have not suffered any consequence for their late production. This misconduct prejudiced Waymo's overall investigation, and led directly to the first trial continuance.

2. Defendants Waited Until The Eve Of The December Trial Date To Produce Shred Works Receipts Relating To Levandowski's Destruction Of The Five Drives.

As discussed above (*supra* Section II.A.2), the Stroz Report indicates that Anthony Levandowski was instructed by Uber management to destroy 5 hard drives of Waymo confidential information, but Stroz was unable to confirm that this destruction ever occurred. (*See, e.g.*, Ex. 62 [UBER00312684] (Stroz Report Exhibit 23, "Memorandum: Follow-Up Investigation regarding Shred Works facility"). Defendants have known the relevance of Shred Works receipts since April 2016, and throughout the entirety of this litigation. Nevertheless, Shred Works receipts in the possession of Uber employees – and even in the possession of outside counsel – were withheld until just weeks before trial was set to begin in December. Although never previously briefed, this concealment and 11th hour production is yet another example of Defendants' discovery misconduct.

According to counsel for Defendants, Rhian Morgan, former HR lead for Ottomotto and current Uber ATG employee, provided Morrison & Foerster in April 2017 with a Shred Works receipt for "2 hard drives," dated March 1, 2016. (Ex. 80 [11/17/2017 W. Ray email].) Defendants withheld that receipt from Waymo for the entirety of the discovery period. At the time, the receipt would be unhelpful to Uber because Waymo did not have the Stroz materials and did not have evidence of Ottomotto's massive document destruction prior to the acquisition.

In September, the Federal Circuit Order affirmed the Courts' orders overruling Defendants' privilege objections over the Stroz investigation. At that point, the March 1, 2016 Shred Works receipt was no longer particularly harmful to Uber, because it was cumulative of the spoliation documented in

1 the Stroz Report. Nevertheless, the March 1, 2016 Shred Works receipt remained unproduced
2 throughout the extended discovery period, and even until after the original trial date.

3 It was not until November 16 (over a month after the original trial date) that Defendants first
4 notified Waymo of their possession of the receipt. Significantly, Defendants only disclosed that receipt
5 after Morgan purported to have “found” a hard copy of *another* Shred Works receipt at her house “while
6 looking for something else.” (Ex. 81 [11/16/2017 W. Ray email].) This receipt was dated March 14,
7 2016, and was for “5 hard drives.” Apparently, this receipt better fit Defendants’ preferred timeline and
8 narrative that Levandowski destroyed the 5 disks, and it was produced later that same day, along with
9 the previously withheld March 1 receipt and another purportedly recently discovered Shred Works
10 receipt. Defendants also immediately added the March 14, 2016 receipt to a “fourth supplemental trial
11 exhibit list” also served on November 16. (Ex. 82 [11/16/2017 T. Na email].) Defendants’ offered
12 explanation for not producing the highly relevant March 1, 2016 receipt during the discovery period was
13 that at the time they received it from Morgan, in April 2017, “Uber was responding to multiple expedited
14 depositions and document requests and moving to compel arbitration.” (Ex. 80 [11/17/2017 W. Ray
15 email].)

16 Although Defendants offered to make Morgan available for an additional “30 minute deposition
17 about the receipts” (*id.*), and Waymo did depose Morgan on November 21, Defendants’ inexcusable
18 delay in locating and/or producing the Shred Works receipts until after the close of fact discovery, and
19 barely two weeks before the (then) trial date, severely prejudiced Waymo. As just one example, Waymo
20 was prevented from pursuing any third party discovery to investigate the authenticity of the purported
21 March 14, 2016 Shred Works receipt.

22 **D. Defendants Have Abused The Attorney-Client Privilege Throughout This**
23 **Litigation.**

24 Discovery arising from the Jacobs Letter has revealed a variety of practices at Uber intended to
25 improperly game the protections of the attorney-client privilege in order to conceal information from
26 civil litigation. That same gamesmanship – not limited to attorney-client privilege, but extending to
27 other privileges including the common-interest privilege and Fifth Amendment privilege – has been
28 rampant in this case.

1 **1. Defendants Cloaked the Stroz Due Diligence Process in “Work Product”**
2 **Claims Only to Selectively Waive When Convenient**

3 Defendants have aggressively asserted the attorney-client privilege in this litigation in order to
4 delay the production of highly relevant material. The background and procedural history underlying the
5 Stroz due diligence report and related documents is the most notorious example.

6 During a March 28 nonpublic conference requested by Defendants, Uber disclosed for the first-
7 time that it was claiming a common interest privilege over a report of “due diligence” prepared by a
8 third-party in advance of Uber’s acquisition of Ottomotto. (Dkt. 131 [3/29/17 Hr’g Tr.] at 12-13.) On
9 April 4, Anthony Levandowski—at that time the head of Uber’s entire self-driving car program—moved
10 to intervene and, invoking his own privilege against self-incrimination, asked the Court relieve Uber of
11 its obligation to disclose the identity of the third-party who conducted the due diligence investigation.
12 (Dkt. 147.) The Court rejected Levandowski’s requested relief and on April 10 ordered Defendants to
13 prepare a complete privilege log (Dkt. 202), but that order was partially stayed pending Levandowski’s
14 petition to the Federal Circuit for a writ of mandamus. (Dkt. 242.) Over the course of the next month,
15 Defendants served various iterations of their bevy of privilege logs, which ultimately reflected that
16 Defendants were withholding in excess of 3,500 due diligence related documents. All of these logs
17 suffered from deficiencies, as Waymo outlined in its Motion to Compel production of the due diligence
18 documents. (Dkt. 321.)

19 As the proceedings on Waymo’s Motion to Compel unfolded, Defendants’ privilege claims
20 slowly unraveled. At the May 3 provisional relief hearing, the Court ordered Uber to finally produce
21 the acquisition documents relating to Uber’s purchase of Ottomotto. (Dkt. 502 [5/3/2017 Hr’g Tr.
22 Public, a.m. session] at 30:14-32:16 (“That document should never have been withheld.”).) And, at a
23 May 25 hearing, Judge Corley ordered Defendants to produce an unredacted version of the deal Term
24 Sheet. (Dkt. 516 [5/25/2017 Hr’g] at 15:25-16:23.) On June 5, Judge Corley granted Waymo’s motion
25 to compel documents predating the April 11, 2016 signing of the Uber-Ottomotto Put-Call Agreement
26 (Dtk. 549), and on June 21, the Court overruled Defendants’ request for relief from Judge Corley’s order
27 (Dkt. 685). Production of the due diligence materials, however, was delayed further by Levandowski’s
28 second petition for a writ of mandamus, which was finally denied by the Federal Circuit on September

1 13, 2017.

2 The Stroz due diligence report and related materials has proven itself to be a key piece of
3 evidence because it clearly demonstrates that Uber was on notice of Levandowski's theft of Waymo
4 confidential information prior to Uber acquiring Levandowski's company, installing him as its head of
5 its self-driving car effort, and allowing him unrestricted access to use his personal computer devices for
6 his LiDAR development work at Uber. (Dkt. 1603-4 at 4-10.) It is clear that Defendants created the
7 convoluted "due diligence" apparatus, layered with and purportedly directed by attorneys, for no reason
8 other than to establish a pretext against discoverability in civil litigation. (See Dkt. 2053-4 at 14-21.)
9 While no Court who considered the issue was ever fooled, the overbroad assertions of privilege by
10 Defendants and their allies did succeed in depriving Waymo of critical evidence for nearly six full
11 months and until well after ordinary discovery had closed.

12 As with other non-privileged documents that Defendants have never intended to see the light of
13 day in litigation, all of the Stroz materials were marked with "Privileged and Confidential" or "Attorney
14 Work Product" designations. (See, e.g., Dkt. 1928-24 [Stroz Report].) While Defendants zealously
15 fought to conceal the results of the Stroz investigation on grounds of privilege and work product
16 protection, they did not hesitate to produce Stroz-related documents whenever doing so would be helpful
17 to their overall litigation position – regardless of whether the document was marked as "Privileged." For
18 example, Defendants produced unredacted copies of the Stroz retainer letters (labeled "Privileged and
19 Confidential") to Waymo on July 7, months before the Federal Circuit Order, in order to rely on them
20 for their Brief Regarding Imputation (filed the same day). (See Dkt. 824-1; Ex. 87 [UBER00086466];
21 Ex. 88 [UBER00086483].)

22 Defendants also attempted to extend the (frivolous) "Stroz Due Diligence Privilege" to conceal
23 documents that were not generated by or for Stroz. In addition to the underlying source materials
24 collected by Stroz (*see supra*, Section II.B.1.), Defendants, for example, initially withheld dozens of
25 Ottomotto non-privileged "Employee Attestations" (which attested that the employees had not, among
26 other things, misappropriated trade secrets from their former employer) because they were attached to
27 emails that had been logged on a 700 page privilege log prepared in response to the March 16 Expedited
28

1 Discovery Order.²⁵ Defendants subsequently produced the vast majority of the Employee Attestations
 2 in May. (See Ex. 89 [Cross Reference for 4/10 Priv Log and Prod 33]; Ex. 90 [UBER00017154].)
 3 However, Defendants continued to withhold Attestations for the five “Diligenced Employees” even
 4 though these, too, were not privileged. Once these long-concealed Employee Attestations were finally
 5 produced, after the Federal Circuit ruling, it became apparent why Defendants tried to hide them: unlike
 6 the produced Employee Attestations, Levandowski, for example, did not attest that he had not stolen
 7 trade secrets from his former employer. (Ex. 103 [UBER00319664].)

8 **2. Defendants Misused “Attorney-Client Privilege” Designations to Avoid** 9 **Discovery**

10 Similar to ThreatOps personnel, Uber executives and employees in ATG and business units were
 11 trained to designate non-privileged materials with “Attorney-Client Privilege” headers. Indeed,
 12 Defendants have produced dozens of documents with such markings that are not, and never have been,
 13 privileged, but which were apparently designated that way by Uber personnel in an attempt to avoid
 14 discovery in civil litigation. Critical, non-privileged documents, such as the “Project Zing Review”
 15 presentation that Kalanick made to Uber’s Board of Directors on April 11 to approve the Ottomotto deal,
 16 are labelled with “Privileged and Confidential” designations on every page. Moreover, these erroneous
 17 markings have repeatedly delayed production of non-privileged documents due to apparent confusion
 18 by Defendants’ outside counsel. As just one example, Uber produced in July redacted versions of two
 19 ATC “Competitive Intelligence Updates” emails, both of which had been circulated with “Attorney
 20 Client Privilege” headers (Ex. 83 [UBER00099182]; Ex. 84 [UBER00099282].) It was apparently not
 21 until the following month that Defendants’ determined that the headers were incorrectly applied in the
 22 first instance, and produced unredacted versions of these non-privileged documents. (Ex. 85
 23 [UBER00218666]; Ex. 86 [UBER00218437].)

24 **3. Defendants Have Used the Attorney-Client Privilege As Both a Sword** 25 **and a Shield**

26 The Court is well aware of Defendants’ repeated use of the privilege as both a sword and a shield,
 27 and in particular Defendants’ “slick practice of including its lawyers in meetings and communications

28 ²⁵ A subset of these “Employee Attestations” were also produced in April, but the majority were produced for the first time with the May 22 production.

1 and deciding after the fact if a lawyer was actually included for the purpose of providing legal advice,
 2 all in accordance with what happens to be convenient for Uber’s case.” (Dkt. 1267 at 3.) The specific
 3 conduct at issue in that Order—Angela Padilla’s declaration describing a conversation with
 4 Levandowski and Kalanick that was intended to support Defendants’ now-rejected “Bonus Theory”—
 5 was not only an attempt to abuse the attorney-client privilege, but also, as explained in Waymo’s August
 6 7 Supplemental Brief in Support of its Motion for an Order to Show Cause (Dkt. 1095), a violation of
 7 the Court’s Expedited Discovery Order. That Order required Defendants to disclose any deletion of
 8 downloaded material by no later than March 31, 2017. The conversation that Padilla disclosed in her
 9 publicly filed declaration (Dkt. 1082-1) took place on March 29, just two days before that deadline.
 10 However, it was not disclosed until months later – after Defendants’ hatched the “Bonus Theory” in an
 11 attempt to turn Levandowski’s pleading of the Fifth Amendment to their own advantage.

12 **4. Defendants Have Used the Fifth Amendment and Common Interest** 13 **Privileges as Both a Sword and a Shield**

14 As set forth in Waymo’s September 10 Corrected Supplemental Brief in Support of its Motion
 15 for an Order to Show Cause (Dkt. 1501-4), Defendants have improperly used Levandowski’s assertion
 16 of the Fifth Amendment privilege as both a sword and shield. Since (belatedly) terminating
 17 Levandowski, Defendants have cynically shifted their theory of the case—instead of defending
 18 Levandowski, they are now trying to throw him under the bus. As part of the new litigation strategy,
 19 Defendants have been touting Levandowski’s “non-cooperation” on the one hand while withholding
 20 any discovery to the contrary under claims of “privilege.” Judge Corley recognized Defendants’
 21 gamesmanship in finding that Uber had waived privilege over the April 20 Padilla email about the two
 22 concealed Levandowski non-Uber laptops. (Dkt. 1506.) Since then, Defendants’ have continued to
 23 obstruct any discovery into Levandowski’s involvement with their defense in this case. For example, at
 24 Angela Padilla’s October 2 deposition, she was repeatedly instructed not to answer questions about
 25 Levandowski’s cooperation with defense counsel regarding (among other things) the May 3, 2017 Zoom
 26 meeting he attended on “Judge Alsup’s order, 10 questions”; questions about LiDAR technology; the
 27 identification of relevant witnesses; and information for use at depositions taken by Defendants. (Ex.
 28 P [10/2/2017 A. Padilla Dep. Tr.] at 55:11-57:22.) Similarly, at Levandowski’s October 18 deposition,

1 counsel for Defendants instructed Levandowski not to answer questions about Uber’s involvement in
 2 the Goodwin Procter-led searches of the two non-Uber laptops “used for Uber work.” (Ex. R
 3 [10/18/2017 A. Levandowski Dep. Tr.] at 444:13-451:4.) And Defendants’ sword/shield approach was
 4 on full display at Levandowski’s August 22 deposition, where they first asked him questions purporting
 5 to demonstrate his refusal to cooperate. (*E.g.*, Ex. S [8/22/2017 A. Levandowski Dep. Tr.] at 271:13-
 6 272:18 (“MS. DUNN: Q. But you would not cooperate with Uber’s investigation in this case, right?” A:
 7 invocation of the Fifth Amendment.”), but when **Waymo** asked questions about this purported non-
 8 cooperation (*e.g.*, “Q Was -- what specifically did you tell Uber you would not do in relation to Uber's
 9 investigation in relation to this litigation?”; “what specifically did Uber's lawyers tell you to do in relation
 10 to Uber's investigation, in relation to this litigation, that you refused to do?”), Uber instructed
 11 Levandowski not to answer on grounds of attorney-client privilege. (*Id.* at 296:11-299:10.)

12 **E. Defendants Have Obstructed Discovery into Tyto**

13 From the very outset of the case, Defendants and their agents have obstructed Waymo’s attempts
 14 to unravel the truth about Tyto. Tyto was a LiDAR company that Levandowski set-up to misappropriate
 15 and exploit Waymo’s trade secret information. (*Supra* Section II.A.5.) As discussed above, the
 16 acquisition of Ottomotto by Uber was structured so that Ottomotto would first acquire Tyto, ensuring
 17 that Tyto’s stolen technology would be available to Uber after closing. (*Id.*)

18 Tyto was owned by an entity called the Sandstone Group, which in turn was owned by an Alaska
 19 irrevocable trust called the Bismuth Trust. Uber and its witnesses, however, refused to come clean
 20 regarding the details of Tyto’s ownership and management structure. Only after serving more than a
 21 dozen subpoenas was Waymo able to determine that it was Levandowski who ultimately owned and
 22 controlled Tyto through a byzantine structure of shell companies.²⁶

23 Both Defendants and their witnesses concealed Levandowski’s involvement with Tyto. Waymo
 24

25 ²⁶ In order to penetrate the “Russian nesting doll” ownership structure of Tyto (Dkt. 1887-8
 26 [Timmins Expert Report] at 27-28), and identify Anthony Levandowski at its center, Waymo was
 27 forced to serve subpoenas on lawyers Ognen Stojanovski and John Gardner; accountants Stephen
 28 Nunnemaker and Nunnemaker & Associates, Inc.; holding companies Sandstone Group LLC; Narwhal
 Energy, LLC; and Pouch Holdings, LLC; trustees [REDACTED] and [REDACTED]; and
 the Bismuth Trust.

1 included an interrogatory in its first set seeking information about “the ownership of TYTO and/or ODIN
2 WAVE,” but in response, Defendants identified only “[REDACTED]” (Ex. 65 [Responses
3 to 1st Set Exp. Rogs].) Defendants argued that they could not provide additional information about
4 Tyto’s ownership because “we are running into confidentiality issues.” (Ex. 92 [6/9/2017 S. Rivera
5 email].) As for Defendants’ witnesses, at deposition they were less than forthcoming. For example,
6 James Haslim, Uber’s lead LiDAR hardware engineer who submitted a declaration in opposition to
7 Waymo’s motion for a preliminary injunction, was a former Tyto employee. When Haslim was deposed
8 early in this case (*see* Dkt. 180), he testified “I don’t know of any involvement of Anthony Levandowski
9 and Tyto LiDAR or Oden Wave.” (Ex. T [4/18/2017 J. Haslim Dep. Tr.] at 17:2-6.) However,
10 subsequent discovery casts doubt on Haslim’s testimony.

11 Haslim admitted that Levandowski personally contacted him and interviewed him about the
12 Tyto position while Haslim was still at Velodyne. (Ex. U [8/9/2017 J. Haslim Dep. Tr.] at 493:12-
13 25, 495:14-21; Ex. T [4/18/2017 J. Haslim Dep. Tr.] at 22:7-23:12.) Once he started at Tyto, in
14 September 2016, Haslim prepared a list of “Questions for Anthony” in order to orient himself to the
15 status of Tyto’s technical development. (Ex. 101 [TYTO-001600]; Ex. U [8/9/2017 J. Haslim Dep.
16 Tr.] at 522:18-523:9; 531:1-6.) In his work at Tyto, Haslim ordered LiDAR parts that were invoiced
17 directly to Levandowski. (Ex. 100 [TYTO-001599]; Ex. 101 [TYTO-001600].) And, Levandowski
18 personally instructed Haslim on the proprietary fiber laser design claimed in Waymo’s Trade Secret
19 No. 90. (Ex. V [5/4/2017 J. Haslim Dep. Tr.] at 129:24-132:13.) Of particular note, Haslim texted
20 Levandowski on May 1, 2016, immediately after the Tyto term sheet was signed, noting that “[REDACTED]
21 [REDACTED]
22 [REDACTED]” and saying he was “[REDACTED]
23 [REDACTED]. (Ex. 102 [Haslim-AL text message compilation] at UBER00199177.) According to
24 Haslim, in response to that text, Levandowski “ma[d]e an adjustment to my bonus associated with
25 this acquisition” – from \$ [REDACTED] to \$ [REDACTED], i.e. over [REDACTED] dollars. (Ex. U [8/9/2017 J.
26 Haslim Dep. Tr.] at 564:23-565:11; 573:14-574:10.) In light of all of this evidence, Haslim’s
27 testimony that he did not know of “any involvement of Anthony Levandowski” in Tyto is simply
28 not credible.

1 Lior Ron—Anthony Levandowski’s co-founder of Ottomotto and currently a Senior Director
 2 at Uber—similarly denied any knowledge of an affiliation between Levandowski and Tyto. (Ex. W
 3 [6/19/2017 L. Ron Dep. Tr.] at 175:8-177:22; 179:19-182:3.) But in March 2016, Ron asked Ognen
 4 Stojanovski (Tyto’s purported manager) to [REDACTED], and
 5 Stojanovski informed him that [REDACTED] (which was the code name for Tyto) “[REDACTED]
 6 [REDACTED].” (Ex. 93
 7 [STROZ_R_000176128; Ex. 94 [STROZ_R_000176134].) Instead of asking why the Ottomotto-Tyto
 8 deal would be a “[REDACTED]” (which it would not be absent an affiliation between
 9 Levandowski and Tyto), Ron asked Stojanovski, “[REDACTED]
 10 [REDACTED].” (Ex. 95 [STROZ_R_000176238].) Additionally, on
 11 April 19, 2016, Ron emailed Levandowski about [REDACTED] (*i.e.*, Tyto), asking whether [REDACTED] would
 12 be “[REDACTED]” or “[REDACTED].” (Ex. 96 [UBER_AL_00014042].²⁷) [REDACTED]
 13 obviously referred to Stojanovski, and [REDACTED] obviously referred to the Bismuth Trust (through which
 14 Levandowski owned and controlled Tyto). Two days later, Stojanovski wrote Ron, regarding the Tyto
 15 deal, that “[REDACTED]
 16 [REDACTED]
 17 [REDACTED].” (Ex. 97 [RON0024085].) Again, all of this
 18 evidence cannot be squared with Ron’s testimony that he was unaware of Levandowski’s affiliation with
 19 Tyto.²⁸

20 Finally, Ognen Stojanovski, currently Uber ATG’s Head of Policy and Government Relations,
 21 also implausibly claimed to be unaware of Levandowski’s involvement in Tyto. (Ex. Q [7/20/2017 O.
 22

23
 24 ²⁷ This email was not produced until after the close of fact discovery, as it was among the
 25 missing Levandowski Ottomotto emails that necessitated the first continuance. (*Supra* Section
 26 II.C.1.)

27 ²⁸ Discovery into Tyto and witnesses’ knowledge regarding same has also been obstructed by,
 28 among other things, the withholding of communications related to the Tyto deal between Ron and
 Stojanovski on the grounds of purported attorney-client privilege, even though they were ostensibly on
 opposite sides of the transaction. (*See, e.g.*, Ex. 98 [Tyto Privilege Log] at Entry Nos. 13- 15, 84, 87,
 88, 99, 100-103.)

1 Stojanovski Dep. Tr.] at 28:25-37:20.) Yet, Stojanovski was the “manager” of Tyto and of Tyto’s
 2 nominal owner, the Sandstone Group. Stojanovski was also copied on a July 16, 2013 email from
 3 Levandowski to [REDACTED] in which Levandowski
 4 [REDACTED] that [REDACTED]. (Ex. X
 5 [STROZ_R_000000806].) Stojanovski also admitted that he was recommended for the Sandstone
 6 Group role by Levandowski, and Levandowski had made a series of loans to Sandstone in 2015 (which
 7 were used to capitalize Tyto), totaling approximately \$[REDACTED].²⁹ (Ex. Q [7/20/2017 O. Stojanovski
 8 Dep. Tr.] at 30:20-33:15; 128:17-132:20.) Stojanovski’s claim that he did not know of Levandowski’s
 9 involvement with Tyto rings hollow.

10 The concealment by Defendants and their witnesses of Levandowski’s central role at Tyto
 11 is particularly nefarious. As discussed above, James Haslim has admitted that while Levandowski
 12 was a Google employee, he personally instructed Haslim regarding the details of LiDAR technology
 13 that Waymo claims as Trade Secret No. 90. (*Supra* Section II.A.5.) Haslim then admitted that this
 14 technology, developed at Tyto, was then adopted into Uber’s own Spider LiDAR unit:

15 **Q.** [REDACTED] that was incorporated into the Spider
 16 project was a continuation of the [REDACTED] that was done at Tyto
 LiDAR, wasn’t it?

17 **THE WITNESS:** The [REDACTED] investigation was developed
 18 using similar parts and a similar architecture or approach to the [REDACTED]
 [REDACTED] that Anthony first made me aware of.

19 (Ex. U [8/9/2017 J. Haslim Dep. Tr.] at 509:8-17.) Thus, in attempting to conceal Levandowski’s
 20 role at Tyto, Defendants were, in fact, concealing evidence that their own long-range LiDAR
 21 program was tainted by Waymo intellectual property.

22
 23
 24
 25
 26
 27 ²⁹ Over 150 known communications between Stojanovski and Levandowski have been withheld
 28 based on an asserted attorney-client privilege. (*See* Ex. 98 [Tyto Privilege Log] at Entry Nos. 7, 16-
 18, 20, 33-34, 37, 40-41, 44-45, 47, 50, 65, 81, 83; *generally* Ex. 99 [AL Stroz Privilege Log].)

1 DATED: January 12, 2018

QUINN EMANUEL URQUHART & SULLIVAN,
LLP

2
3 By /s/ Charles K. Verhoeven

4 Charles K. Verhoeven
Attorneys for WAYMO LLC

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

Charles K. Verhoeven (Bar No. 170151)

2 charlesverhoeven@quinnemanuel.com

David A. Perlson (Bar No. 209502)

3 davidperlson@quinnemanuel.com

Melissa Baily (Bar No. 237649)

4 melissabaily@quinnemanuel.com

John Neukom (Bar No. 275887)

5 johnneukom@quinnemanuel.com

Jordan Jaffe (Bar No. 254886)

6 jordanjaffe@quinnemanuel.com

50 California Street, 22nd Floor

7 San Francisco, California 94111-4788

Telephone: (415) 875-6600

8 Facsimile: (415) 875-6700

9 Attorneys for WAYMO LLC

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

12 WAYMO LLC,

13 Plaintiff,

14 vs.

15 UBER TECHNOLOGIES, INC.;
16 OTTOMOTTO LLC; OTTO TRUCKING
17 LLC,

18 Defendants.

CASE NO. 3:17-cv-00939-WHA

DECLARATION OF JEFF NARDINELLI

1 I, Jeffrey W. Nardinelli, hereby declare as follows.

2 1. I am a member of the bar of the State of California and an associate with Quinn
3 Emanuel Urquhart & Sullivan, LLP, counsel for Plaintiff Waymo LLC ("Waymo"). I make this
4 declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and
5 would testify competently as follows.

6 2. Attached hereto as Exhibit 1 is a true and correct copy of a document produced by
7 Uber in this action bearing Bates number UBER00326403.

8 3. Attached hereto as Exhibit 2 is a true and correct copy of a letter from Clayton
9 Halunen to Angela Padilla dated May 5, 2017.

10 4. Attached hereto as Exhibit 3 is a true and correct copy of a document produced by
11 Uber in this action bearing Bates number UBER00332644.

12 5. Attached hereto as Exhibit 4 is a true and correct copy of a document produced by
13 Uber in this action bearing Bates number UBER00330793.

14 6. Attached hereto as Exhibit 5 is a true and correct copy of a document produced by
15 Uber in this action bearing Bates number UBER00334501.

16 7. Attached hereto as Exhibit 6 is a true and correct copy of a document produced by
17 Uber in this action bearing Bates number UBER00332471.

18 8. Attached hereto as Exhibit 7 is a true and correct copy of a document produced by
19 Uber in this action bearing Bates number UBER00342163.

20 9. Attached hereto as Exhibit 8 is a true and correct copy of Uber's Privilege Log
21 Pursuant to Order Regarding Discovery Disputes (ECF No. 2415), provided to Waymo by counsel
22 for Defendants on December 22, 2017.

23 10. Attached hereto as Exhibit 9 is a true and correct copy of Privilege Log of MoFo
24 Communications Before November 22, 2017 that Substantively Refer to (1) 4/14/17 Jacobs
25 Resignation Email; (2) 5/5/17 Jacobs Ltr; (3) Jacobs Settlement Agmt, provided to Waymo by
26 counsel for Defendants on December 12, 2017.

27 11. Attached hereto as Exhibit 10 is a true and correct copy of Supplemental Privilege
28 Log of MoFo Communications Before November 22, 2017 that Refer to (1) 4/14/17 Jacobs

1 Resignation Email; (2) 5/5/17 Jacobs Ltr; (3) Jacobs Settlement Agmt, provided to Waymo by
2 counsel for Defendants on December 16, 2017.

3 12. Attached hereto as Exhibit 11 is a true and correct copy of Waymo LLC's First Set
4 of Interrogatories to Defendants Relating to Issues in Jacobs Letter, dated December 8, 2017.

5 13. Attached hereto as Exhibit 12 is a true and correct copy of Defendants' Objections
6 and Responses To Waymo's Requests For Production Relating To Issues In Jacobs Letter (Nos. 1-
7 40), dated December 11, 2017.

8 14. Attached hereto as Exhibit 13 is a true and correct copy of a document produced by
9 Uber in this action bearing Bates number UBER00336619.

10 15. Attached hereto as Exhibit 14 is a true and correct copy of a document produced by
11 Uber in this action bearing Bates number UBER00330967.

12 16. Attached hereto as Exhibit 15 is a true and correct copy of a document produced by
13 Uber in this action bearing Bates number UBER00329740.

14 17. Attached hereto as Exhibit 16 is a true and correct copy of an email from Scott
15 Boehmke to James Haslim dated October 28, 2016.

16 18. Attached hereto as Exhibit 17 is a true and correct copy of a document produced by
17 Uber in this action bearing Bates number UBER00338182.

18 19. Attached hereto as Exhibit 18 is a true and correct copy of a document produced by
19 Uber in this action bearing Bates number UBER00330929.

20 20. Attached hereto as Exhibit 19 is a true and correct copy of a document produced by
21 Uber in this action bearing Bates number UBER00328998.

22 21. Attached hereto as Exhibit 20 is a true and correct copy of a document produced by
23 Uber in this action bearing Bates number UBER00328994.

24 22. Attached hereto as Exhibit 21 is a true and correct copy of a document produced by
25 Uber in this action bearing Bates number UBER00336616.

26 23. Attached hereto as Exhibit 22 is a true and correct copy of a document produced by
27 Uber in this action bearing Bates number UBER00336631.

28

1 24. Attached hereto as Exhibit 23 is a true and correct copy of a document produced by
2 Uber in this action bearing Bates number UBER00330949.

3 25. Attached hereto as Exhibit 24 is a true and correct copy of a document produced by
4 Uber in this action bearing Bates number UBER00330899.

5 26. Earmarked as Exhibit 25 is a true and correct copy of video footage produced by
6 Uber in this action bearing Bates number UBER00336954, which will be lodged with the Court.

7 27. Earmarked as Exhibit 26 is a true and correct copy of video footage produced by
8 Uber in this action bearing Bates number UBER00336963, which will be lodged with the Court.

9 28. Attached hereto as Exhibit 27 is a true and correct copy of a document produced by
10 Uber in this action bearing Bates number UBER00327811.

11 29. Attached hereto as Exhibit 28 is a true and correct copy of an Inventory of Non-
12 Attributable Devices provided to Waymo by counsel for Defendants on December 4, 2017.

13 30. Attached hereto as Exhibit 29 is a true and correct copy of an Inventory of Non-
14 Attributable Devices provided to Waymo by counsel for Defendants on December 22, 2017.

15 31. Attached hereto as Exhibit 30 is a true and correct copy of an inventory of
16 Personnel Who Have Used Wickr or Similar Platform, provided to Waymo by counsel for
17 Defendants on December 4, 2017.

18 32. Attached hereto as Exhibit 31 is a true and correct copy of an inventory of
19 Personnel Who Have Used Wickr or Similar Platform, provided to Waymo by counsel for
20 Defendants on December 22, 2017.

21 33. Attached hereto as Exhibit 32 is a true and correct copy of a document produced by
22 Uber in this action bearing Bates number UBER00329010.

23 34. Attached hereto as Exhibit 33 is a true and correct copy of Waymo's Verified
24 Response to Discovery Order (Dkt. No. 2454), dated January 5, 2018.

25 35. Attached hereto as Exhibit 34 is a true and correct copy of a document produced by
26 Uber in this action bearing Bates number UBER00336585.

27 36. Attached hereto as Exhibit 35 is a true and correct copy of a document produced by
28 Uber in this action bearing Bates number UBER00328118.

1 37. Attached hereto as Exhibit 36 is a true and correct copy of a document produced by
2 Uber in this action bearing Bates number UBER00340305.

3 38. Attached hereto as Exhibit 37 is a true and correct copy of a document produced by
4 Uber in this action bearing Bates number UBER00337031.

5 39. Attached hereto as Exhibit 38 is a true and correct copy of a document produced by
6 Uber in this action bearing Bates number UBER00342026.

7 40. Attached hereto as Exhibit 39 is a true and correct copy of a document produced by
8 Uber in this action bearing Bates number UBER00076799.

9 41. Attached hereto as Exhibit 40 is a true and correct copy of a document produced by
10 Uber in this action bearing Bates number UBER00340637.

11 42. Attached hereto as Exhibit 41 is a true and correct copy of a document produced by
12 Uber in this action bearing Bates number UBER00340616.

13 43. Attached hereto as Exhibit 42 is a true and correct copy of a document produced by
14 Uber in this action bearing Bates number UBER00336927.

15 44. Attached hereto as Exhibit 43 is a true and correct copy of a document produced by
16 Uber in this action bearing Bates number UBER00336919.

17 45. Attached hereto as Exhibit 44 is a true and correct copy of a document produced by
18 Uber in this action bearing Bates number UBER00341463.

19 46. Attached hereto as Exhibit 45 is a true and correct copy of a document produced by
20 Uber in this action bearing Bates number UBER00336591.

21 47. Attached hereto as Exhibit 46 is a true and correct copy of an email between
22 counsel in this action dated November 30, 2017.

23 48. Attached hereto as Exhibit 47 is a true and correct copy of an email between
24 counsel in this action dated December 7, 2017.

25 49. Attached hereto as Exhibit 48 is a true and correct copy of Defendants' First
26 Supplemental Responses to Waymo's First Set of Interrogatories Relating to Issues in Jacobs
27 Letter (No. 1), dated January 8, 2018.

28

1 50. Attached hereto as Exhibit 49 is a true and correct copy of a document produced by
2 Uber in this action bearing Bates number UBER00338432.

3 51. Attached hereto as Exhibit 50 is a true and correct copy of a document produced by
4 Stroz Friedberg in this action bearing Bates number STROZ_0007034.

5 52. Attached hereto as Exhibit 51 is a true and correct copy of the Amended Privilege
6 Log Associated with Stroz Friedberg, LLC's Sept. 16, 2017 Production of Docs, provided to
7 Waymo by counsel for Uber on September 27, 2017.

8 53. Attached hereto as Exhibit 52 is a true and correct copy of the Declaration of Eric
9 Tate Regarding Jacobs Communications, dated December 15, 2017.

10 54. Attached hereto as Exhibit 53 is a true and correct copy of the Declaration of
11 Charles Duross Regarding Jacobs Communications, dated December 15, 2017.

12 55. Attached hereto as Exhibit 54 is a true and correct copy of a document produced by
13 Uber in this action bearing Bates number UBER00334507.

14 56. Attached hereto as Exhibit 55 is a true and correct copy of the Declaration of
15 Clayton Halunen, dated January 11, 2018..

16 57. Attached hereto as Exhibit 56 is a true and correct copy of a document produced by
17 Uber in this action bearing Bates number UBER00326370.

18 58. Attached hereto as Exhibit 57 is a true and correct copy of a document produced by
19 Uber in this action bearing Bates number UBER00326393.

20 59. Attached hereto as Exhibit 58 is a true and correct copy of a document produced by
21 Uber in this action bearing Bates number UBER00326386.

22 60. Attached hereto as Exhibit 59 is a true and correct copy of an email between
23 counsel in this action dated January 11, 2018.

24 61. Attached hereto as Exhibit 60 is a true and correct copy of a document produced by
25 Stroz Friedberg in this action bearing Bates number STROZ_001557.

26 62. Attached hereto as Exhibit 61 is a true and correct copy of a document produced by
27 Uber in this action bearing Bates number UBER00324084.

28

1 63. Attached hereto as Exhibit 62 is a true and correct copy of a document produced by
2 Uber in this action bearing Bates number UBER00312684.

3 64. Attached hereto as Exhibit 63 is a true and correct copy of a document produced by
4 Uber in this action bearing Bates number UBER00324612.

5 65. Attached hereto as Exhibit 64 is a true and correct copy of Waymo's First Set of
6 Expedited Interrogatories Pursuant to Paragraph Six of the May 11, 2017 Preliminary Injunction
7 Order (Nos. 1-9), dated May 22, 2017.

8 66. Attached hereto as Exhibit 65 is a true and correct copy of Defendants' Responses
9 to Waymo's First Set of Expedited Interrogatories Pursuant to Paragraph Six of the May 11, 2017
10 Preliminary Injunction Order (Nos. 1-9), dated June 5, 2017.

11 67. Attached hereto as Exhibit 66 is a true and correct copy of a document produced by
12 Uber in this action bearing Bates number UBER00068740.

13 68. Attached hereto as Exhibit 67 is a true and correct copy of a document produced by
14 Uber in this action bearing Bates number UBER00218264.

15 69. Attached hereto as Exhibit 68 is a true and correct copy of a document produced by
16 Uber in this action bearing Bates number UBER00218400.

17 70. Attached hereto as Exhibit 69 is a true and correct copy of a document produced by
18 Uber in this action bearing Bates number UBER00016983.

19 71. Attached hereto as Exhibit 70 is a true and correct copy of a document produced by
20 Uber in this action bearing Bates number UBER00073859.

21 72. Attached hereto as Exhibit 71 is a true and correct copy of a document produced by
22 Lior Ron in this action bearing Bates number RON0022532.

23 73. Attached hereto as Exhibit 72 is a true and correct copy of a document produced by
24 Lior Ron in this action bearing Bates number RON0022531.

25 74. Attached hereto as Exhibit 73 is a true and correct copy of a document produced by
26 Tyto in this action bearing Bates number TYTO-001331.

27 75. Attached hereto as Exhibit 74 is a true and correct copy of Defendants' Tyto
28 LiDAR Acquisition Categorical Privilege Log, dated August 30, 2017.

- 1 76. Attached hereto as Exhibit 75 is a true and correct copy of a document produced by
2 Uber in this action bearing Bates number UBER00109892.
- 3 77. Attached hereto as Exhibit 76 is a true and correct copy of a document produced by
4 Uber in this action bearing Bates number UBER00071397.
- 5 78. Attached hereto as Exhibit 77 is a true and correct copy of a document produced by
6 Uber in this action bearing Bates number UBER00100343.
- 7 79. Attached hereto as Exhibit 78 is a true and correct copy of a document produced by
8 Uber in this action bearing Bates number UBER00311294.
- 9 80. Attached hereto as Exhibit 79 is a true and correct copy of an email between
10 counsel in this action dated September 27, 2017.
- 11 81. Attached hereto as Exhibit 80 is a true and correct copy of an email between
12 counsel in this action dated November 17, 2017.
- 13 82. Attached hereto as Exhibit 81 is a true and correct copy of an email between
14 counsel in this action dated November 16, 2017.
- 15 83. Attached hereto as Exhibit 82 is a true and correct copy of an email between
16 counsel in this action dated November 16, 2017.
- 17 84. Attached hereto as Exhibit 83 is a true and correct copy of a document produced by
18 Uber in this action bearing Bates number UBER00099182.
- 19 85. Attached hereto as Exhibit 84 is a true and correct copy of a document produced by
20 Uber in this action bearing Bates number UBER00099282.
- 21 86. Attached hereto as Exhibit 85 is a true and correct copy of a document produced by
22 Uber in this action bearing Bates number UBER00218666.
- 23 87. Attached hereto as Exhibit 86 is a true and correct copy of a document produced by
24 Uber in this action bearing Bates number UBER00218437.
- 25 88. Attached hereto as Exhibit 87 is a true and correct copy of a document produced by
26 Uber in this action bearing Bates number UBER00086466.
- 27 89. Attached hereto as Exhibit 88 is a true and correct copy of a document produced by
28 Uber in this action bearing Bates number UBER00086483.

1 90. Attached hereto as Exhibit 89 is a true and correct copy of the Cross-Reference Of
2 Employee Attestations Produced In Uber_033 With April 10, 2017 Privilege Log Entries,
3 provided to Waymo by counsel for Defendants on May 26, 2017.

4 91. Attached hereto as Exhibit 90 is a true and correct copy of a document produced by
5 Uber in this action bearing Bates number UBER00017154.

6 92. Attached hereto as Exhibit 91 is INTENTIONALLY LEFT BLANK.

7 93. Attached hereto as Exhibit 92 is a true and correct copy of an email between
8 counsel in this action dated June 11, 2017.

9 94. Attached hereto as Exhibit 93 is a true and correct copy of a document produced by
10 Stroz Friedberg in this action bearing Bates number STROZ_R_000176128.

11 95. Attached hereto as Exhibit 94 is a true and correct copy of a document produced by
12 Stroz Friedberg in this action bearing Bates number STROZ_R_000176134.

13 96. Attached hereto as Exhibit 95 is a true and correct copy of a document produced by
14 Stroz Friedberg in this action bearing Bates number STROZ_R_000176238.

15 97. Attached hereto as Exhibit 96 is a true and correct copy of a document produced by
16 Uber in this action. Although the document is not marked with a Bates number, Uber identified
17 the document as Bates number UBER_AL_00014042.

18 98. Attached hereto as Exhibit 97 is a true and correct copy of a document produced by
19 Lior Ron in this action bearing Bates number RON0024085.

20 99. Attached hereto as Exhibit 98 is a true and correct copy of Tyto Lidar LLC's
21 Privilege Log, dated August 8, 2017.

22 100. Attached hereto as Exhibit 99 is a true and correct copy of Anthony Levandowski's
23 Privilege Log of Materials to be Walled Off from Waymo's Review - Updated September 25,
24 2017.

25 101. Attached hereto as Exhibit 100 is a true and correct copy of a document produced
26 by Tyto Lidar in this action bearing Bates number TYTO-001599.

27 102. Attached hereto as Exhibit 101 is a true and correct copy of a document produced
28 by Tyto Lidar in this action bearing Bates number TYTO-001600.

1 103. Attached hereto as Exhibit 102 is a true and correct copy of a document produced
2 by Uber in this action bearing Bates number UBER00199104.

3 104. Attached hereto as Exhibit 103 is a true and correct copy of a document produced
4 by Uber in this action bearing Bates number UBER00319664.

5 105. Attached hereto as Exhibit 104 is a true and correct copy of Uber's Supplemental
6 Privilege Log Pursuant to Order Regarding Discovery Disputes (ECF No. 2415), dated January
7 11, 2018.

8 106. Attached hereto as Exhibit A is a true and correct copy of excerpts of the deposition
9 of Salle Yoo, taken in this action on December 14, 2017.

10 107. Attached hereto as Exhibit B is a true and correct copy of excerpts of the deposition
11 of Angela Padilla, taken in this action on December 22, 2017.

12 108. Attached hereto as Exhibit C is a true and correct copy of excerpts of the deposition
13 of Joe Sullivan, taken in this action on December 14, 2017.

14 109. Attached hereto as Exhibit D is a true and correct copy of excerpts of the deposition
15 of David Trujillo, taken in this action on December 12, 2017.

16 110. Attached hereto as Exhibit E is a true and correct copy of excerpts of the deposition
17 of Arianna Huffington, taken in this action on December 19, 2017.

18 111. Attached hereto as Exhibit F is a true and correct copy of excerpts of the deposition
19 of Sidney Majalya, taken in this action on December 20, 2017.

20 112. Attached hereto as Exhibit G is a true and correct copy of excerpts of the deposition
21 of Edward Russo, taken in this action on December 20, 2017.

22 113. Attached hereto as Exhibit H is a true and correct copy of excerpts of the deposition
23 of Jake Nocon, taken in this action on December 19, 2017.

24 114. Attached hereto as Exhibit I is a true and correct copy of excerpts of the deposition
25 of Nick Gicinto, taken in this action on December 21, 2017.

26 115. Attached hereto as Exhibit J is a true and correct copy of excerpts of the deposition
27 of Craig Clark, taken in this action on December 22, 2017.

28

1 116. Attached hereto as Exhibit K is a true and correct copy of excerpts of the deposition
2 of Joe Spiegler, taken in this action on December 22, 2017.

3 117. Attached hereto as Exhibit L is a true and correct copy of excerpts of the deposition
4 of Richard Jacobs, taken in this action on December 20, 2017.

5 118. Attached hereto as Exhibit M is a true and correct copy of excerpts of the
6 deposition of Scott Johnston, taken in this action on December 14, 2017.

7 119. Attached hereto as Exhibit N is a true and correct copy of excerpts of the deposition
8 of Travis Kalanick, taken in this action on December 14, 2017.

9 120. Attached hereto as Exhibit O is INTENTIONALLY LEFT BLANK.

10 121. Attached hereto as Exhibit P is a true and correct copy of excerpts of the deposition
11 of Angela Padilla, taken in this action on October 2, 2017.

12 122. Attached hereto as Exhibit Q is a true and correct copy of the deposition of Ognen
13 Stojanowski, taken in this action on July 20, 2017.

14 123. Attached hereto as Exhibit R is a true and correct copy of excerpts of the deposition
15 of Anthony Levandowski, taken in this action on October 22, 2017.

16 124. Attached hereto as Exhibit S is a true and correct copy of excerpts of the deposition
17 of Anthony Levandowski, taken in this action on August 22, 2017.

18 125. Attached hereto as Exhibit T is a true and correct copy of excerpts of the deposition
19 of James Haslim, taken in this action on April 18, 2017.

20 126. Attached hereto as Exhibit U is a true and correct copy of excerpts of the deposition
21 of James Haslim, taken in this action on August 9, 2017.

22 127. Attached hereto as Exhibit V is a true and correct copy of excerpts of the deposition
23 of James Haslim, taken in this action on May 4, 2017.

24 128. Attached hereto as Exhibit W is a true and correct copy of excerpts of the
25 deposition of Lior Ron, taken in this action on June 19, 2017.

26 129. Attached hereto as Exhibit X is a true and correct copy of excerpts of the individual
27 deposition of Lior Ron, taken in this action on December 12, 2017.

28

132. Attached hereto as Exhibit AA is a true and correct copy of excerpts of the 30(b)(6) deposition of Mat Henley, taken in this action on December 22, 2017.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s Jeff Nardinelli
Jeff Nardinelli

Pursuant to Local Rule 5-1(i)(3), I attest under penalty of perjury that concurrence in the filing of this document has been obtained from Jeff Nardinelli.

Charles K. Verhoeven

EXHIBIT 1

FILED UNDER SEAL

EXHIBIT 2
FILED UNDER SEAL

EXHIBIT 3
FILED UNDER SEAL

EXHIBIT 4
FILED UNDER SEAL

EXHIBIT 5
FILED UNDER SEAL

EXHIBIT 6
FILED UNDER SEAL

EXHIBIT 7
FILED UNDER SEAL

EXHIBIT 8
FILED UNDER SEAL

EXHIBIT 9
FILED UNDER SEAL

EXHIBIT 10
FILED UNDER SEAL

EXHIBIT 11

QUINN EMANUEL URQUHART & SULLIVAN, LLP

Charles K. Verhoeven (Cal. Bar No. 170151)

charlesverhoeven@quinnemanuel.com

David Perlson (Cal. Bar No. 209502)

davidperlson@quinnemanuel.com

Melissa J. Baily (Cal. Bar No. 237649)

melissabaily@quinnemanuel.com

John Neukom (Cal. Bar No. 275887)

johnneukom@quinnemanuel.com

Jordan R. Jaffe (Cal. Bar No. 254886)

jordanjaffe@quinnemanuel.com

50 California Street, 22nd Floor

San Francisco, California 94111-4788

Telephone: (415) 875-6600

Facsimile: (415) 875-6700

Attorneys for Plaintiff WAYMO LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC

Plaintiff,

vs.

UBER TECHNOLOGIES, INC.;
OTTOMOTTO, LLC; OTTO TRUCKING
LLC

Defendants.

Case No. 3:17-cv-00939-WHA

**PLAINTIFF WAYMO LLC'S FIRST SET
OF INTERROGATORIES TO
DEFENDANTS RELATING TO ISSUES
IN JACOBS LETTER**

Honorable William H. Alsup

**PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANTS RELATING TO
ISSUES IN JACOBS LETTER**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Plaintiff Waymo LLC ("Waymo") requests that Defendant Uber Technologies, Inc. ("Uber") and Ottomotto, LLC ("Otto") (collectively "Defendants") answer under oath the following interrogatories within five (5) calendar days of service. Defendants are subject to a duty to timely supplement all responses to these interrogatories in accordance with Rule 26(e) of the Federal Rules of Civil Procedure.

DEFINITIONS

1
2 1. “WAYMO” means Waymo LLC and its officers, directors, current and former
3 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
4 any of the foregoing, and WAYMO’s affiliates, parents, divisions, joint ventures, licensees,
5 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
6 foreign or domestic, that are owned or controlled by WAYMO, and all predecessors and
7 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
8 or controlled in whole or in part by WAYMO.

9 2. “GOOGLE” means Google Inc. and its officers, directors, current and former
10 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
11 any of the foregoing, and GOOGLE’s affiliates, parents, divisions, joint ventures, licensees,
12 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
13 foreign or domestic, that are owned or controlled by GOOGLE, and all predecessors and
14 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
15 or controlled in whole or in part by GOOGLE.

16 3. “UBER” means Uber Technologies, Inc. and its officers, directors, current and
17 former employees, counsel, agents, consultants, representatives, and any other persons acting on
18 behalf of any of the foregoing, and UBER’s affiliates, parents, divisions, joint ventures, licensees,
19 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
20 foreign or domestic, that are owned or controlled by UBER, and all predecessors and successors in
21 interest to such entities, and any entity owned in whole or in part by, affiliated with, or controlled
22 in whole or in part by UBER.

23 4. “OTTOMOTTO” means Ottomotto, LLC and its officers, directors, current and
24 former employees, counsel, agents, consultants, representatives, and any other persons acting on
25 behalf of any of the foregoing, and OTTOMOTTO’s affiliates, parents, divisions, joint ventures,
26 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
27 whether foreign or domestic, that are owned or controlled by OTTOMOTTO, and all predecessors
28 and successors in interest to such entities, and any entity owned in whole or in part by, affiliated

1 with, or controlled in whole or in part by OTTOMOTTO. For the avoidance of doubt,
2 OTTOMOTTO includes all former names under which OTTOMOTTO operated, including
3 without limitation 280 Systems, Inc., 280 Systems, LLC, and Ottomotto, Inc.

4 5. “DEFENDANTS” means UBER and OTTOMOTTO.

5 6. “YOU” or “YOUR” means UBER and OTTOMOTTO.

6 7. “FORMER GOOGLE/WAYMO EMPLOYEE” refers to any current or former
7 employee of UBER or OTTOMOTTO that previously worked at GOOGLE or WAYMO.

8 8. “DOCUMENTS” shall INCLUDE, without limitation, all written, graphic or
9 otherwise recorded material, INCLUDING without limitation, electronically stored information
10 regardless of the form of storage medium, microfilms or other film records or impressions, tape
11 recordings or computer cards, floppy disks or printouts, any and all papers, photographs, films,
12 recordings, memoranda, books, records, accounts, communications, letters, telegrams,
13 correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office
14 memoranda or written communications of any nature, recordings of conversations either in
15 writings or upon any mechanical or electrical recording devices, INCLUDING e-mail, notes,
16 papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings,
17 time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone
18 bills, logs, and any differing versions of any of the foregoing, whether so denominated, formal,
19 informal or otherwise, as well as copies of the foregoing which differ in any way, INCLUDING
20 by the addition of handwritten notations or other written or printed matter of any nature, from the
21 original. The foregoing specifically INCLUDES information stored in a computer database and
22 capable of being generated in documentary form, such as electronic mail, text messages (i.e., SMS
23 messages), other electronic messages including messages sent or received via Slack, WhatsApp,
24 Google Hangouts, Facebook Messenger, and the like.

25 9. “COMMUNICATIONS” shall mean, without limitation, any transmission,
26 conveyance or exchange of a word, statement, fact, thing, idea, DOCUMENT, instruction,
27 information, demand or question by any medium, whether by written, oral or other means,
28 including but not limited to, electronic communications and electronic mail (“e-mail”).

1 state what efforts were made to obtain the requested information and the facts relied upon that
2 support the contention that the interrogatories cannot be answered fully and completely; and state
3 what knowledge, information or belief DEFENDANTS have concerning the unanswered portion
4 of any such interrogatory.

5 3. If DEFENDANTS' response to a particular Interrogatory is a statement that
6 DEFENDANTS lack the ability to comply with that Interrogatory, specify whether the inability to
7 comply is because the particular item or category of information never existed, has been
8 destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in
9 DEFENDANTS' possession, custody, or control, in which case the name and address of any
10 person or entity known or believed by DEFENDANTS to have possession, custody, or control of
11 that information or category of information must be identified.

12 4. If any information requested is claimed to be privileged or otherwise immune from
13 discovery, provide all information falling within the scope of the interrogatory which is not
14 privileged, and for each item of information contained in a document to which a claim of privilege
15 is made, identify such document with sufficient particularity for purposes of a motion to compel,
16 such identification to include at least the following:

- 17 a. the basis on which the privilege is claimed;
- 18 b. the names and positions of the author of the document and all other persons
19 participating in the preparation of the document;
- 20 c. the name and position of each individual or other person to whom the document, or
21 a copy thereof, was sent or otherwise disclosed;
- 22 d. the date of the document;
- 23 e. a description of any accompanying material transmitted with or attached to such
24 document;
- 25 f. the number of pages in such document;
- 26 g. the particular Interrogatory to which such document is responsive; and
- 27 h. whether any business or non-legal matter is contained or discussed in such
28 document.

INTERROGATORY NO. 1:

For each UBER current or former employee that was aware of the JACOBS LETTER or the JACOBS EMAIL prior to November 22, 2017, identify the name of the current or former employee, whether that person is a current or former employee, and the date on which he or she became aware of the JACOBS LETTER or the JACOBS EMAIL.

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By: /s/ Charles K. Verhoeven
Charles K. Verhoeven
Attorneys for Plaintiff WAYMO LLC.

PROOF OF SERVICE

I, Andrea Pallios Roberts, am employed in the County of San Mateo, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 555 Twin Dolphin Drive, 5th Floor, Redwood Shores, California 94065.

On December 8, 2017, I served true copies of the following document(s) described as "PLAINTIFF WAYMO LLC'S FIRST SET OF INTERROGATORIES TO DEFENDANTS RELATING TO ISSUES IN JACOBS LETTER"

on the interested parties in this action as follows:

Recipient	Email Address:
Arturo J. Gonzalez Daniel Pierre Muino Eric Akira Tate Esther Kim Chang Matthew Ian Kreeger Michael A. Jacobs MORRISON & FOERSTER LLP 425 Market Street San Francisco, CA 94105	UberWaymo@mofo.com
Michelle Ching Youn Yang MORRISON FOERSTER LLP 2000 Pennsylvania Avenue, NW Washington, DC 20006	
Rudolph Kim MORRISON & FOERSTER LLP 755 Page Mill Road Palo Alto, CA 94304	
Wendy Joy Ray MORRISON & FOERSTER LLP 707 Wilshire Boulevard Suite 6000 Los Angeles, CA 90017	
Michael Darron Jay BOIES SCHILLER & FLEXNER LLP 401 Wilshire Boulevard, Suite 850 Santa Monica, CA 90401	BSF_EXTERNAL_UberWaymoLit@bsfllp.com
Meredith Richardson Dearborn BOIES SCHILLER FLEXNER LLP 435 Tasso Street	

Case No. 3:17-cv-00939-WHA

PLAINTIFF WAYMO LLC'S SECOND SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS RELATING TO ISSUES IN JACOBS LETTER

Suite 205
Palo Alto, CA 94301

Hamish Hume
Jessica E Phillips
Karen Leah Dunn
Kyle N. Smith
Martha Lea Goodman
BOIES SCHILLER FLEXNER
LLP
1401 New York Ave., NW
Washington, DC 20005
Bill Carmody
Shawn Rabin
Susman Godfrey LLP
32nd Floor
1301 Avenue of the Americas
New York, NY 10019

Uber-sg@LISTS.SUSMANGODFREY.COM

BY ELECTRONIC MAIL TRANSMISSION: by electronic mail transmission from andreaproberts@quinnemanuel.com on December 8, 2017, by transmitting a PDF format copy of such document(s) to each such person at the e mail address listed above. The document(s) was/were transmitted by electronic transmission and such transmission was reported as complete and without error.

Executed on December 8, 2017, at Redwood Shores, California.

/s/ Andrea Pallios Roberts
Andrea Pallios Roberts

EXHIBIT 12

FILED UNDER SEAL

EXHIBIT 13
FILED UNDER SEAL

EXHIBIT 14
FILED UNDER SEAL

EXHIBIT 15

FILED UNDER SEAL

EXHIBIT 16
FILED UNDER SEAL

EXHIBIT 17
FILED UNDER SEAL

EXHIBIT 18
FILED UNDER SEAL

EXHIBIT 19
FILED UNDER SEAL

EXHIBIT 20
FILED UNDER SEAL

EXHIBIT 21
FILED UNDER SEAL

EXHIBIT 22
FILED UNDER SEAL

EXHIBIT 23
FILED UNDER SEAL

EXHIBIT 24
FILED UNDER SEAL

EXHIBIT 25
FILED UNDER SEAL

EXHIBIT 26
FILED UNDER SEAL

EXHIBIT 27
FILED UNDER SEAL

EXHIBIT 28

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA

3. Inventory of Non-Attributable Devices

<u>Employee</u>	<u>Device(s)</u>
Julie Ambrose	Chromebook
Susan Chiang	ASUS Laptop; MiFi Device
Anna Chung	Alcatel Smartphone, ASUS Laptops (2); Samsung Chromebook; Android smartphones (2)
Will Demaine	Dell XPS 13
Nicholas Gicinto	Alcatel Smartphones (2); ASUS Laptop; ASUS Laptop (unopened in box); ZTE MIFI
Mat Henley	Laptops (2); MiFi Device
Robert Hugh	Laptop
Kevin Maher	30-50 Phones or Sim Cards, primarily used by JinJian Zhai and Matthew Bryant (former Uber employees)
Jake Nocon	Alcatel Smartphone; ASUS Laptop; LG Smartphone; Samsung Chromebook; ZTE MIFI
Edward Russo	ASUS Laptops (4)

EXHIBIT 29

12/22/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA**3. Inventory of Non-Attributable Devices**

<u>Employee</u>	<u>Device(s)</u>
Julie Ambrose	Chromebook
Benjamin Arthur	Chromebook
Matthew Bryant	Macbook Laptops (2)
Yulin Chen	Macbook Laptop
Susan Chiang	ASUS Laptop; MiFi Device
Anna Chung	Alcatel Smartphone, ASUS Laptops (2); Samsung Chromebook; Android smartphones (2)
Will Demaine	Dell XPS 13
Yifang Ding	Macbook Laptop
Nicholas Gicinto	Alcatel Smartphones (2); ASUS Laptop; ASUS Laptop (unopened in box); ZTE MIFI
Mat Henley	Laptops (2); MiFi Device
Robert Hugh	Macbook Laptop
Dave Hughes	Macbook Laptops (2)
Jonny Lee	Macbook Laptop
Alex Levinson	Macbook Laptops (5)
Kevin Maher	30-50 Phones or Sim Cards, primarily used by JinJian Zhai and Matthew Bryant (former Uber employees), 2 Macbook Laptops
Mike McLoughlin	Macbook Laptop
Jake Nocon	Alcatel Smartphone; ASUS Laptop; LG Smartphone; Samsung Chromebook; ZTE MIFI
Quang Pham	Macbook Laptop
Frank Portman	Macbook Laptop
Edward Russo	ASUS Laptops (4)
Hui Wang	Macbook Laptop

EXHIBIT 30

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Rahul	Abrol	India Operations	Wickr SCIF/PRO; Wickr ME
Jace	Alfiere	Security	Wickr SCIF/PRO; Wickr ME
Laura	Alioto	Insurance Claims and Litigation	Wickr SCIF/PRO
Jason	Allen	Litigation	Wickr SCIF/PRO
Rey	Allie	Security	Wickr SCIF/PRO; Wickr ME
Julie	Ambrose	Strategic Services Group	Wickr SCIF/PRO
Nate	Anderson	Russia	Wickr SCIF/PRO
William	Anderson	Technology Services	Wickr SCIF/PRO
Pooja	Ashok	Security	Wickr SCIF/PRO
Scott	Atkinson	Litigation	Wickr SCIF/PRO
Chiraag	Aval	Security Response & Investigations	Wickr SCIF/PRO
Amos	Barreto		Wickr SCIF/PRO; Wickr ME
Nicole	Bartow	Litigation	Wickr SCIF/PRO; Wickr ME
Aaron	Bergstrom	Litigation	Wickr SCIF/PRO; Telegram
Daniel	Borges	Security Response & Investigations	Wickr SCIF/PRO
Shawn	Bracken	Internal Security	Wickr SCIF/PRO
Dalene	Bramer	Litigation	Wickr SCIF/PRO
Kurt	Brasch	Legal IP	Wickr SCIF/PRO
Tracey	Breeden	P&C, AMERICAS, US, CENTRAL	Wickr SCIF/PRO
Jessica	Brooks	Security	Wickr SCIF/PRO
Matthew	Bryant		Wickr SCIF/PRO; Wickr ME
Andres	Bucchi	Strategy & Planning	Wickr SCIF/PRO

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Jordan	Buettner	Research	Wickr SCIF/PRO
Charles	Burns	Security	Wickr SCIF/PRO
Avery	Bustamonte	Security	Wickr SCIF/PRO
Benjamin	Butin		Google Hangouts (set to "incognito," "off the record" or auto-delete)
Jonathan	Byrne	EMEA Security	Wickr SCIF/PRO
David	Campbell	Security Response & Investigations	Wickr SCIF/PRO
Stella	Chamarelli	LATAM Security	Wickr SCIF/PRO
Brett	Champlin		Wickr SCIF/PRO
Brett	Champlin	Security	Wickr SCIF/PRO
Karthik	Chandrashekar	Security Response & Investigations	Wickr SCIF/PRO
Frank	Chang	Safety & Insurance	Wickr SCIF/PRO
Sheng-Dean	Chang	Global Intelligence	Wickr SCIF/PRO
Yulin	Chen	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME; Telegram
Ben	Chiang	Product Data	Wickr SCIF/PRO; Wickr ME; Telegram
Susan	Chiang	Security	Wickr SCIF/PRO; Wickr ME
Aaron	Chou	Tri-state, DOps	Wickr SCIF/PRO
Peter	Chovanec	EATS EMEA S&P	Wickr SCIF/PRO
Anna	Chung	Strategic Services Group	Wickr SCIF/PRO; Wickr ME, Telegram
Craig	Clark	Litigation	Wickr SCIF/PRO; Wickr ME
Ben	Cooper	Intrusion	Wickr SCIF/PRO;
Sean	Coyne	Security Response & Investigations	Wickr SCIF/PRO
Juan_Pablo	Crespo	Regulatory LatAm	Wickr SCIF/PRO
Robert	Crowley	EMEA Security	Wickr SCIF/PRO; Wickr ME
Brian	Cullinane	ATG	Wickr SCIF/PRO
Roxana	del_Toro_Lopez	Security Response & Investigations	Wickr SCIF/PRO
Shawnee	Delaney	Strategic Services Group	Wickr SCIF/PRO; Wickr ME

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Will	Demaine	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME
Nirvan	Dey	India Security	Wickr SCIF/PRO
Yifan	Ding	Customer Security Experience	Wickr SCIF/PRO; Wickr ME
Qi	Dong		Wickr SCIF/PRO; Wickr ME
Thibault	Doutre	Data Science	Wickr SCIF/PRO
Deon	DuToit	EMEA Security	Wickr SCIF/PRO
Melanie	Ensign	P&C, AMERICAS, US, CENTRAL	Wickr SCIF/PRO
Mason	Feldman	ATG-Facilities	Wickr SCIF/PRO
Faranak	Firozan	Security Response & Investigations	Wickr SCIF/PRO
Alberto	Fittarelli	EMEA Security	Wickr SCIF/PRO; Wickr ME
John	Flynn	Security	Wickr SCIF/PRO
David	Fong	Tri-state, DOps	Wickr SCIF/PRO
Rob	Fuller	Security Response & Investigations	Wickr SCIF/PRO
Raymond	Galaviz	Litigation	Wickr SCIF/PRO
Galeno	Garbe	LATAM Security	Wickr SCIF/PRO
Alex	Garbutt	ProdSec	Wickr SCIF/PRO
Prashant	Garg	Rahul Abrol	Wickr SCIF/PRO; Wickr ME
Chris	Gates	Security Response & Investigations	Wickr SCIF/PRO
Xin	Ge	Security	Wickr SCIF/PRO
Austin	Geidt		Telegram
Projjal	Ghatak	SEA Strategic Ops	Wickr SCIF/PRO; Wickr ME
Parham	Ghods	Corporate Development	Wickr SCIF/PRO
Nicholas	Gicinto	Security	Wickr SCIF/PRO; Wickr ME
Andy	Goldin	SENA Regional Ops	Wickr SCIF/PRO
George	Gordon	Latin America	Wickr SCIF/PRO
Carla	Gray	Security	Wickr SCIF/PRO
Collin	Greene	EngSec	Wickr SCIF/PRO
Alan	Grubbe	Insurance Claims and Litigation	Wickr SCIF/PRO

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Ashley	Guest	EMEA Security	Wickr SCIF/PRO
Neeraja	Gunaratnam	Security	Wickr SCIF/PRO
Jasmine	Guo	Strategic Ops & Planning	Wickr SCIF/PRO; Wickr PRO; Wickr ME; Telegram
Mike	Haas	Insurance Claims and Litigation, US	Wickr SCIF/PRO
Randall	Haimovici	Litigation	Wickr SCIF/PRO; Wickr ME
Randall	Haimovici	Litigation	Wickr SCIF/PRO; Wickr ME
Andrew	Hasbun	P&C, AMERICAS, US, CENTRAL	Wickr SCIF/PRO
Laurent	Hautefeuille	Freight	Wickr SCIF/PRO
Spencer	Hawes	Legal	Wickr SCIF/PRO
Susan	Hendrick	P&C, AMERICAS, US, CENTRAL	Wickr SCIF/PRO
Mat	Henley	Security	Wickr SCIF/PRO; Wickr ME; Telegram, Google Hangouts (set to "incognito," "off the record" or auto-delete)
Art	Henry	Product & Marketplace	Wickr SCIF/PRO; Wickr ME; Telegram
Fires	Here		Wickr SCIF/PRO
Mary	Hillas	Legal	Wickr SCIF/PRO
Zehao	Hu	Growth Analytics	Wickr SCIF/PRO
Robert	Hugh	Security Response & Investigations	Wickr SCIF/PRO
David	Hughes	Security Response & Investigations	Wickr SCIF/PRO; Wickr PRO; Wickr ME; Telegram
Naushin	Husain	Legal	Wickr SCIF/PRO
Linda	Isley	Global Law Enforcement Team	Wickr SCIF/PRO
Amr	Ismail	EMEA Security	Wickr SCIF/PRO
Natalie	Iturralde	Insurance Law	Wickr SCIF/PRO
Ric	Jacobs	Security	Wickr SCIF/PRO; Wickr ME
Mohamad	Jardaneh	Middle East & Africa	Wickr SCIF/PRO
Angela	Johnson	Litigation	Wickr SCIF/PRO
Jeff	Jones	Security	Wickr SCIF/PRO; Wickr ME
Mark	Jones	Global Law Enforcement Team	Wickr SCIF/PRO

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Travis	Kalanick		Telegram
Matt	Kaminski	Global Compliance	Wickr SCIF/PRO
Jodi	Kawada_Page	P&C, AMERICAS, US, CENTRAL	Wickr SCIF/PRO
Matthew	Kell	Security Response & Investigations	Wickr SCIF/PRO
Billy	Kewell	Global Law Enforcement Team	Wickr SCIF/PRO
_xxxx	KMaher	Security	Wickr SCIF/PRO
Abi	Komma	Machine Learning	Wickr SCIF/PRO
Ashish	Kurmi	Internal Security	Wickr SCIF/PRO
Robert	Kyle	ATG Physical Security	Wickr SCIF/PRO
Steven	Lacy	Security	Wickr SCIF/PRO
Elisca	Lagerweij	EMEA Security	Wickr SCIF/PRO
Mingjie	Lai	Engineering - Growth	Wickr SCIF/PRO
Horace	Lam		Wickr SCIF/PRO; Wickr PRO; Wickr ME; Telegram
Kieu	Lam	Technical Program Management	Wickr SCIF/PRO
Pablo	Lamuraglia	International Security	Wickr SCIF/PRO
Christina	Ledoux	Security	Wickr SCIF/PRO
Jonny	Lee	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME; Telegram
Silvanus	Lee	Product Data	Wickr SCIF/PRO; Wickr ME
Anthony	Levandowski	ATG	Wickr SCIF/PRO; Wickr ME; Telegram
Alex	Levinson	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME, Telegram
Kyle	Lewis	Insurance Claims and Litigation	Wickr SCIF/PRO
Lu	Li	Growth Analytics	Wickr SCIF/PRO
Abe	Liao	Compute Reliability	Wickr SCIF/PRO
Eric	Lipman	Litigation	Wickr SCIF/PRO
Yuwei	Liu	Growth Analytics	Wickr SCIF/PRO
Tipper	Llaguno	Legal	Wickr SCIF/PRO

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Andrew	Macdonald	Global Operations	Wickr SCIF/PRO
Kevin	Maher	Security	Wickr SCIF/PRO; Wickr ME; Telegram
Becky	Mar	Technical Program Management	Wickr SCIF/PRO
Javier	Marcos	Security Response & Investigations	Wickr SCIF/PRO
Mohale	Matloga	EMEA Security	Wickr SCIF/PRO
Liz	Mattin	Internal Security	Wickr SCIF/PRO
Mia	Mazza	Litigation	Wickr SCIF/PRO
Chris	McCann	Security Response & Investigations	Wickr SCIF/PRO
Brittney	McClary	LATAM Security	Wickr SCIF/PRO; Wickr ME
Greg	McCurdy	Litigation	Wickr SCIF/PRO
Peter	McKee	ATG-Software-Experience & Operations Engineering	Wickr SCIF/PRO
Michael	McLoughlin	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME; Telegram; Signal; Facebook Messenger (using "Secret Conversation" feature with disappearing messages)
Eric	Meyhofer		Telegram
Zac	Morris	ProdSec	Wickr SCIF/PRO
John	Mulgrew	Legal	Wickr SCIF/PRO
Jesse	Murray	Litigation	Wickr SCIF/PRO
Gourav	Nagar	Security Response & Investigations	Wickr SCIF/PRO;
Katie	Newman	Security Response & Investigations	Wickr SCIF/PRO
Eric	Newman	Technology Services	Wickr SCIF/PRO
Ken	Njuguna	Legal - Sub-Saharan Africa	Wickr SCIF/PRO
Jacob Donnelly	Nocon		Wickr SCIF/PRO; Wickr ME

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Jake	Nocon	Strategic Services Group	Wickr SCIF/PRO; Wickr ME
Alex	Nussbacher		Telegram
Lisa	O'Connor	Law Enforcement Response Team	Wickr SCIF/PRO
Angela	Padilla	Legal	Wickr SCIF/PRO; Telegram
Nick	Pailthorpe	EMEA Security	Wickr SCIF/PRO
Ambar	Pansari	Safety	Wickr SCIF/PRO
Alberto	Parada	EMEA Security	Wickr SCIF/PRO
Amar	Patel	UKI Partner Channels	Wickr SCIF/PRO
Lisen	Peng	Global Intelligence	Wickr SCIF/PRO
Reynaldo	Perez	Security	Wickr SCIF/PRO
Quang	Pham	Security Response & Investigations	Wickr SCIF/PRO
Quang2	Pham	Security Response & Investigations	Wickr SCIF/PRO
Jeff	Pike	Security	Wickr SCIF/PRO
Kristy	Pilipauskas	Insurance Claims and Litigation	Wickr SCIF/PRO
Francisco	Pinilla	Legal - Transactions	Wickr SCIF/PRO
Cameron	Poetzscher		Telegram
Frank	Portman	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME
Allison	Pozzi	Legal	Wickr SCIF/PRO
Gopal	Purohit	India Security	Wickr SCIF/PRO
Yong	Qiao	EngSec	Wickr SCIF/PRO
Prithvi	Rai	Security	Wickr SCIF/PRO
Varun	Rau	ATG-Software-Robot Ops	Wickr SCIF/PRO
David	Richter	Executive	Wickr SCIF/PRO
Sergio	Romero	Legal LATAM	Wickr SCIF/PRO
Lior	Ron	ATG	Wickr SCIF/PRO; Wickr ME; Telegram
Anthony	Rose	Expansion Data Science	Wickr SCIF/PRO
Heather	Rothenberg	Safety & Insurance	Wickr SCIF/PRO
Ariel	Ruiz	Litigation	Wickr SCIF/PRO
Edward	Russo	Strategic Services Group	Wickr SCIF/PRO; Wickr ME

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Siddharth	Saoji	International Security	Wickr SCIF/PRO
Aiden	Scandella	Machine Learning Platform	Wickr SCIF/PRO
Sachin	Sharma	International Security	Wickr SCIF/PRO; Wickr Me
Weiwei	Shen	Product Analytics	Wickr SCIF/PRO
Bernard	Sheridan	Security Response & Investigations	Wickr SCIF/PRO;
Andrew	Shieh	Legal IP	Wickr SCIF/PRO
Chris	Shin	Legal Operations	Wickr SCIF/PRO
Spiro	Sideris	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME
Matt	Smith	Security	Wickr SCIF/PRO
Rachael	Smith	Legal Security	Wickr SCIF/PRO;
Maus	Stearns	Security Response & Investigations	Wickr SCIF/PRO
Neil	Stegall		Telegram
Jimmy	Stelter	Strategic Services Group	Wickr SCIF/PRO; Wickr ME
Chris	Storm	Legal IP	Wickr SCIF/PRO
Wade	Stormer	Global Law Enforcement Team	Wickr SCIF/PRO
Justin	Suhr	Litigation	Wickr SCIF/PRO
Joe	Sullivan	Executive	Wickr SCIF/PRO; Wickr ME
Mike	Sullivan	Security	Wickr SCIF/PRO
Richard	Sumnall	International Security	Wickr SCIF/PRO
Achia	Swift	Litigation	Wickr SCIF/PRO
Daniyal	Syed	Intrusion	Wickr SCIF/PRO
Matyas	Tamas		Wickr SCIF/PRO; Wickr ME
Hudson	Thrift	EngSec	Wickr SCIF/PRO
Bart	Tissue	Technology Services	Wickr SCIF/PRO
Jai	Toor	Product Analytics	Wickr SCIF/PRO
Karen	Toro	Paralegal - Regulatory	Wickr SCIF/PRO
Mandy	Tory	Security Response & Investigations	Wickr SCIF/PRO
Tyler	Trerotola	Middle East & Africa	Wickr SCIF/PRO
David	Vidal	Intrusion	Wickr SCIF/PRO;
Gabriel	Villasenor	Insurance Claims and Litigation	Wickr SCIF/PRO

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Jose_Antonio	Villela	Legal Transactions - LatAm	Wickr SCIF/PRO
Julie	Viray		Telegram
Ashley	Vivlamore	Abuse & Investigations	Wickr SCIF/PRO; Wickr ME
David	Wang	Detection Platform	Wickr SCIF/PRO
Hui	Wang	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME
Runze	Wang	Growth Analytics	Wickr SCIF/PRO
Randy	Wanis	Strategic Services Group	Wickr SCIF/PRO
Caitlin	Washburn	Insurance Claims and Litigation	Wickr SCIF/PRO
Maxwell	Watkins	Litigation	Wickr SCIF/PRO
Michael Cory	Weiss-Malik		GChat (set to "incognito," "off the record" or auto-delete), Google Hangouts (set to "incognito," "off the record" or auto-delete)
Kayla	Whaling	P&C, AMERICAS, US, CENTRAL	Wickr SCIF/PRO
Hugh	White	Security	Wickr SCIF/PRO
Christian	Wicks	EMEA Central Operations	Wickr SCIF/PRO
Anne	Widera	ATG-Product	Wickr SCIF/PRO
Brook	Woldemariam	Product Analytics	Wickr SCIF/PRO; Wickr ME
Kate	Wolf	Litigation	Wickr SCIF/PRO
Barry	Wong	APAC Security	Wickr SCIF/PRO
Ross	Worden	Security Response & Investigations	Wickr SCIF/PRO; Wickr ME; Telegram
Zhen	Wu	APAC Security	Wickr SCIF/PRO
Stephen	Yang	Global Intelligence	Wickr SCIF/PRO
Dongyi	Ye	Global Intelligence	Wickr SCIF/PRO
Catherine	Yumul	Law Enforcement Response Team	Wickr SCIF/PRO
Brian	Zajac		Telegram

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform

First name	Last Name	Organizational Unit ¹	Type of Ephemeral Messaging service
Baoguang	Zhai		Wickr SCIF/PRO; Wickr ME
Jinjian	Zhai	Marketplace Analytics	Wickr SCIF/PRO; Wickr ME
Yingying	Zheng	Global Intelligence	Wickr SCIF/PRO
Noah	Zych		Telegram
MA Team (in general)			Wickr SCIF/PRO; Wickr ME
Threat Ops (in general)			Wickr SCIF/PRO; Wickr ME
Benjamin Butin's Group (in general)			Google Hangouts (set to "incognito," "off the record" or auto-delete)
China and SEA Ops Team (in general)			Wickr SCIF/PRO; Telegram
Business Development Group (in general)			Telegram

1. Legal personnel listed herein as having used Wickr had a Wickr account, but may not have used it.

EXHIBIT 31

12/22/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA**1. Personnel Who Have Used Wickr or Similar Platform¹**

First name	Last Name	Type of Ephemeral Messaging Service
Rahul	Abrol	Wickr SCIF/PRO; Wickr ME
Eric	Alexander	Telegram
Jace	Alfiere	Wickr SCIF/PRO; Wickr ME
Laura	Alioto	Wickr SCIF/PRO
Jason	Allen	Wickr SCIF/PRO
Rey	Allie	Wickr SCIF/PRO; Wickr ME
Julie	Ambrose	Wickr SCIF/PRO
Nate	Anderson	Wickr SCIF/PRO
William	Anderson	Wickr SCIF/PRO
Nick	Ash	Wickr
Pooja	Ashok	Wickr SCIF/PRO
Scott	Atkinson	Wickr SCIF/PRO
Chiraag	Aval	Wickr SCIF/PRO
Amos	Barreto	Wickr SCIF/PRO; Wickr ME
Nicole	Bartow	Wickr SCIF/PRO; Wickr ME
DC	Berdy	Wickr
Aaron	Bergstrom	Wickr SCIF/PRO; Telegram
Travis	Bogard	Telegram
Daniel	Borges	Wickr SCIF/PRO
Shawn	Bracken	Wickr SCIF/PRO
Dalene	Bramer	Wickr SCIF/PRO
Kurt	Brasch	Wickr SCIF/PRO
Tracey	Breeden	Wickr SCIF/PRO
Kevin	Brinig	Telegram
Jessica	Brooks	Wickr SCIF/PRO
Mike	Brown	Telegram
Matthew	Bryant	Wickr SCIF/PRO; Wickr ME
Andres	Bucchi	Wickr SCIF/PRO
Jordan	Buettner	Wickr SCIF/PRO
Charles	Burns	Wickr SCIF/PRO
Avery	Bustamonte	Wickr SCIF/PRO
Benjamin	Butin	Google Hangouts (set to "incognito," "off the
Jonathan	Byrne	Wickr SCIF/PRO
David	Campbell	Wickr SCIF/PRO
<p>1. Inclusion on this list does not necessarily mean that the person used the ephemeral messaging platform listed, but it means that the person was at some point at least signed up for or invited to that platform.</p> <p>2. Legal personnel listed herein as having used Wickr had a Wickr account, but may not have used it.</p>		

12/21/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform¹

First name	Last Name	Type of Ephemeral Messaging Service
Stella	Chamarelli	Wickr SCIF/PRO
Brett	Champlin	Wickr SCIF/PRO
Brett	Champlin	Wickr SCIF/PRO
Karthik	Chandrashekar	Wickr SCIF/PRO
Frank	Chang	Wickr SCIF/PRO
Sheng-Dean	Chang	Wickr SCIF/PRO
Yulin	Chen	Wickr SCIF/PRO; Wickr ME; Telegram
Michelle	Chen	Telegram
Ben	Chiang	Wickr SCIF/PRO; Wickr ME; Telegram
Susan	Chiang	Wickr SCIF/PRO; Wickr ME
Aaron	Chou	Wickr SCIF/PRO
Peter	Chovanec	Wickr SCIF/PRO
Anna	Chung	Wickr SCIF/PRO; Wickr ME, Telegram
Craig	Clark	Wickr SCIF/PRO; Wickr ME
Ben	Cooper	Wickr SCIF/PRO;
Sean	Coyne	Wickr SCIF/PRO
Juan_Pablo	Crespo	Wickr SCIF/PRO
Robert	Crowley	Wickr SCIF/PRO; Wickr ME
Brian	Cullinane	Wickr SCIF/PRO
Roxana	del_Toro_Lopez	Wickr SCIF/PRO
Shawnee	Delaney	Wickr SCIF/PRO; Wickr ME; Whatsapp
Will	Demaine	Wickr SCIF/PRO; Wickr ME
Nirvan	Dey	Wickr SCIF/PRO
Yifan	Ding	Wickr SCIF/PRO; Wickr ME
Qiansha	Ding	Telegram; WeChat
Qi	Dong	Wickr SCIF/PRO; Wickr ME
Aaron	Doubt	Telegram
Thibault	Doutre	Wickr SCIF/PRO
Deon	DuToit	Wickr SCIF/PRO; Whatsapp
David	Dy Tang	Telegram
Melanie	Ensign	Wickr SCIF/PRO
Brooks	Entwistle	Telegram
Mason	Feldman	Wickr SCIF/PRO; Snapchat
Faranak	Firozan	Wickr SCIF/PRO
Alberto	Fittarelli	Wickr SCIF/PRO; Wickr ME
John	Flynn	Wickr SCIF/PRO
David	Fong	Wickr SCIF/PRO

12/21/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA**1. Personnel Who Have Used Wickr or Similar Platform¹**

First name	Last Name	Type of Ephemeral Messaging Service
Leon	Foong	Telegram
Marissa	Foust	Telegram
Christian	Freese	Whatsapp; Telegram
Rob	Fuller	Wickr SCIF/PRO
Raymond	Galaviz	Wickr SCIF/PRO
Galeno	Garbe	Wickr SCIF/PRO
Alex	Garbutt	Wickr SCIF/PRO
Prashant	Garg	Wickr SCIF/PRO; Wickr ME
Chris	Gates	Wickr SCIF/PRO
Xin	Ge	Wickr SCIF/PRO; Telegram
Austin	Geidt	Telegram
Projjal	Ghatak	Wickr SCIF/PRO; Wickr ME
Parham	Ghods	Wickr SCIF/PRO
Nicholas	Gicino	Wickr SCIF/PRO; Wickr ME
Andrew	Glickman	Telegram
Andy	Goldin	Wickr SCIF/PRO
George	Gordon	Wickr SCIF/PRO
Margot	Grabie	Snapchat
Ryan	Graves	Telegram
Carla	Gray	Wickr SCIF/PRO; Whatsapp
Collin	Greene	Wickr SCIF/PRO
Alan	Grubbe	Wickr SCIF/PRO
Ashley	Guest	Wickr SCIF/PRO
Neeraja	Gunaratnam	Wickr SCIF/PRO
Jasmine	Guo	Wickr SCIF/PRO; Wickr PRO; Wickr ME; Telegram
Mike	Haas	Wickr SCIF/PRO
Randall	Haimovici	Wickr SCIF/PRO; Wickr ME
Andrew	Hasbun	Wickr SCIF/PRO
Laurent	Hautefeuille	Wickr SCIF/PRO
Spencer	Hawes	Wickr SCIF/PRO
James	Hawkins	Telegram
Susan	Hendrick	Wickr SCIF/PRO
Mat	Henley	Wickr SCIF/PRO; Wickr ME; Telegram, Google Hangouts (set to "incognito," "off the record" or auto-delete); Facebook Messenger
Art	Henry	Wickr SCIF/PRO; Wickr ME; Telegram
Fires	Here	Wickr SCIF/PRO

12/21/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA**1. Personnel Who Have Used Wickr or Similar Platform¹**

First name	Last Name	Type of Ephemeral Messaging Service
Mary	Hillas	Wickr SCIF/PRO
Don	Hoang	Telegram
Liane	Hornsey	Hangouts
Zehao	Hu	Wickr SCIF/PRO
Robert	Hugh	Wickr SCIF/PRO
David	Hughes	Wickr SCIF/PRO; Wickr PRO; Wickr ME; Telegram
Naushin	Husain	Wickr SCIF/PRO
Linda	Isley	Wickr SCIF/PRO
Amr	Ismail	Wickr SCIF/PRO
Natalie	Iturralde	Wickr SCIF/PRO
Ric	Jacobs	Wickr SCIF/PRO; Wickr ME
Vardhaman	Jain	Whatsapp; Telegram
Mohamad	Jardaneh	Wickr SCIF/PRO
Angela	Johnson	Wickr SCIF/PRO
Jeff	Jones	Wickr SCIF/PRO; Wickr ME
Mark	Jones	Wickr SCIF/PRO
Travis	Kalanick	Telegram; Snapchat
Matt	Kaminski	Wickr SCIF/PRO
Jodi	Kawada_Page	Wickr SCIF/PRO
Matthew	Kell	Wickr SCIF/PRO
Billy	Kewell	Wickr SCIF/PRO
_xxxx	KMaher	Wickr SCIF/PRO
Abi	Komma	Wickr SCIF/PRO
Rowena	Kong	Telegram
Sameer	Kshirsager	Telegram
Ashish	Kurmi	Wickr SCIF/PRO
Robert	Kyle	Wickr SCIF/PRO
Steven	Lacy	Wickr SCIF/PRO
Elisca	Lagerweij	Wickr SCIF/PRO
Mingjie	Lai	Wickr SCIF/PRO
Nimish	Lalwani	Whatsapp; Telegram
Horace	Lam	Wickr SCIF/PRO; Wickr PRO; Wickr ME; Telegram
Kieu	Lam	Wickr SCIF/PRO
Pablo	Lamuraglia	Wickr SCIF/PRO

12/21/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA**1. Personnel Who Have Used Wickr or Similar Platform¹**

First name	Last Name	Type of Ephemeral Messaging Service
Christina	Ledoux	Wickr SCIF/PRO
Jonny	Lee	Wickr SCIF/PRO; Wickr ME; Telegram
Silvanus	Lee	Wickr SCIF/PRO; Wickr ME
Nick	Letwin	Telegram
Anthony	Levandowski	Wickr SCIF/PRO; Telegram
Alex	Levinson	Wickr SCIF/PRO; Wickr ME, Telegram
Kyle	Lewis	Wickr SCIF/PRO
Lu	Li	Wickr SCIF/PRO
Abe	Liao	Wickr SCIF/PRO
Jonathan	Lieberman	Wickr
Yibo	Ling	Telegram
Yibo	Ling	Telegram
Eric	Lipman	Wickr SCIF/PRO; Telegram
Yuwei	Liu	Wickr SCIF/PRO
Zhen	Liu	Telegram
Tipper	Llaguno	Wickr SCIF/PRO
Jeremiah	Lu	Telegram
Jeff	Lui	Telegram
Fanny	Ma	Telegram; WeChat
Andrew	Macdonald	Wickr SCIF/PRO
Kevin	Maher	Wickr SCIF/PRO; Wickr ME; Telegram
Charles	Man	Telegram
Becky	Mar	Wickr SCIF/PRO
Javier	Marcos	Wickr SCIF/PRO
Mohale	Matloga	Wickr SCIF/PRO
Andrew	Matthews	Wickr
Liz	Mattin	Wickr SCIF/PRO
Mia	Mazza	Wickr SCIF/PRO
Chris	McCann	Wickr SCIF/PRO
Brittney	McClary	Wickr SCIF/PRO; Wickr ME
Greg	McCurdy	Wickr SCIF/PRO
Peter	McKee	Wickr SCIF/PRO

12/21/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA**1. Personnel Who Have Used Wickr or Similar Platform¹**

First name	Last Name	Type of Ephemeral Messaging Service
Michael	McLoughlin	Wickr SCIF/PRO; Wickr ME; Telegram; Signal; Facebook Messenger (using "Secret Conversation" feature with disappearing messages)
Eric	Meyhofer	Telegram
Matthew	Miao	Telegram
Emil	Michael	Telegram
Matthew	Moore	Telegram
Rhian	Morgan	Snapchat
Zac	Morris	Wickr SCIF/PRO
John	Mulgrew	Wickr SCIF/PRO
Jesse	Murray	Wickr SCIF/PRO
Gourav	Nagar	Wickr SCIF/PRO
David	Newberry	Wickr
Katie	Newman	Wickr SCIF/PRO
Eric	Newman	Wickr SCIF/PRO
Craig	Nicol	Telegram
Ken	Njuguna	Wickr SCIF/PRO
Jacob Donnelly	Nocon	Wickr SCIF/PRO; Wickr ME
Jake	Nocon	Wickr SCIF/PRO; Wickr ME
Alex	Nussbacher	Wickr SCIF/PRO; Telegram
Lisa	O'Connor	Wickr SCIF/PRO
Derrick	Ongchin	Telegram
Angela	Padilla	Wickr SCIF/PRO; WickrME; Telegram
Nick	Pailthorpe	Wickr SCIF/PRO
Ambar	Pansari	Wickr SCIF/PRO
Alberto	Parada	Wickr SCIF/PRO
Amar	Patel	Wickr SCIF/PRO
Lisen	Peng	Wickr SCIF/PRO
Allen	Penn	Wickr
Reynaldo	Perez	Wickr SCIF/PRO
Quang	Pham	Wickr SCIF/PRO
Quang2	Pham	Wickr SCIF/PRO
Jeff	Pike	Wickr SCIF/PRO
Kristy	Pilipauskas	Wickr SCIF/PRO
Andi	Pimentel	Telegram
Francisco	Pinilla	Wickr SCIF/PRO
Cameron	Poetzsch	Telegram
Susan	Popal	Whatsapp; Telegram
Frank	Portman	Wickr SCIF/PRO; Wickr ME

12/21/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA**1. Personnel Who Have Used Wickr or Similar Platform¹**

First name	Last Name	Type of Ephemeral Messaging Service
Tylee	Potter	Telegram
Allison	Pozzi	Wickr SCIF/PRO
Gopal	Purohit	Wickr SCIF/PRO
Nina	Qi	Telegram
Yong	Qiao	Wickr SCIF/PRO
Miraj	Rahematpura	Snapchat
Prithvi	Rai	Wickr SCIF/PRO
Vinay	Ramani	Telegram; WeChat
Varun	Rau	Wickr SCIF/PRO
David	Richter	Wickr SCIF/PRO; Telegram
Fraser	Robinson	Telegram
Sergio	Romero	Wickr SCIF/PRO
Lior	Ron	Wickr SCIF/PRO; Wickr ME; Telegram
Anthony	Rose	Wickr SCIF/PRO
Heather	Rothenberg	Wickr SCIF/PRO
Ariel	Ruiz	Wickr SCIF/PRO
Edward	Russo	Wickr SCIF/PRO; Wickr ME
Siddharth	Saoji	Wickr SCIF/PRO
Aiden	Scandella	Wickr SCIF/PRO
Sachin	Sharma	Wickr SCIF/PRO; Wickr Me
Weiwei	Shen	Wickr SCIF/PRO
Bernard	Sheridan	Wickr SCIF/PRO
Lin	Shi	Wickr
Yi-Bing	Shi	Telegram
Andrew	Shieh	Wickr SCIF/PRO
Chris	Shin	Wickr SCIF/PRO
Spiro	Sideris	Wickr SCIF/PRO; Wickr ME
Matt	Smith	Wickr SCIF/PRO
Rachael	Smith	Wickr SCIF/PRO;
Maus	Stearns	Wickr SCIF/PRO
Neil	Stegall	Telegram
Jimmy	Stelter	Wickr SCIF/PRO; Wickr ME
Chris	Storm	Wickr SCIF/PRO
Wade	Stormer	Wickr SCIF/PRO
Justin	Suhr	Wickr SCIF/PRO
Joe	Sullivan	Wickr SCIF/PRO; Wickr ME; Hangouts; Threema
Mike	Sullivan	Wickr SCIF/PRO
Richard	Sumnall	Wickr SCIF/PRO
Jin	Sun	Telegram
Achia	Swift	Wickr SCIF/PRO
Daniyal	Syed	Wickr SCIF/PRO
Matyas	Tamas	Wickr SCIF/PRO; Wickr ME

12/21/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC

Case No. 3:17-cv-00939-WHA

1. Personnel Who Have Used Wickr or Similar Platform¹

First name	Last Name	Type of Ephemeral Messaging Service
Kirsten	Thompson	Telegram
Hudson	Thrift	Wickr SCIF/PRO
Bart	Tissue	Wickr SCIF/PRO
Jai	Toor	Wickr SCIF/PRO
Karen	Toro	Wickr SCIF/PRO
Mandy	Tory	Wickr SCIF/PRO
Tyler	Trerotola	Wickr SCIF/PRO
David	Vidal	Wickr SCIF/PRO
Gabriel	Villasenor	Wickr SCIF/PRO
Jose_Antonio	Villela	Wickr SCIF/PRO
Julie	Viray	Telegram
Ashley	Vivlamore	Wickr SCIF/PRO; Wickr ME
Kagure	Wamunyu	Telegram
David	Wang	Wickr SCIF/PRO
Hui	Wang	Wickr SCIF/PRO; Wickr ME
Runze	Wang	Wickr SCIF/PRO
Randy	Wanis	Wickr SCIF/PRO
Caitlin	Washburn	Wickr SCIF/PRO
Maxwell	Watkins	Wickr SCIF/PRO
Michael Cory	Weiss-Malik	GChat (set to "incognito," "off the record" or auto-delete), Google Hangouts (set to "incognito," "off the record" or auto-delete)
Kayla	Whaling	Wickr SCIF/PRO
Hugh	White	Wickr SCIF/PRO
Christian	Wicks	Wickr SCIF/PRO
Anne	Widera	Wickr SCIF/PRO
Matthew	Wilson	Telegram
Brook	Woldemariam	Wickr SCIF/PRO; Wickr ME; Telegram
Kate	Wolf	Wickr SCIF/PRO
Barry	Wong	Wickr SCIF/PRO
Ross	Worden	Wickr SCIF/PRO; Wickr ME; Telegram; Facebook Messenger
Zhen	Wu	Wickr SCIF/PRO
Matt	Wyndowe	Telegram
Stephen	Yang	Wickr SCIF/PRO
Nan	Yang	Telegram
Dongyi	Ye	Wickr SCIF/PRO
Salle	Yoo	Whatsapp; Telegram
John	Yu	Telegram
Catherine	Yumul	Wickr SCIF/PRO
Brian	Zajac	Telegram
Matthew	Zehnder	Snapchat

12/21/2017

Waymo LLC v Uber Technologies, Inc. and Ottomotto LLC
Case No. 3:17-cv-00939-WHA**1. Personnel Who Have Used Wickr or Similar Platform¹**

First name	Last Name	Type of Ephemeral Messaging Service
Baoguang	Zhai	Wickr SCIF/PRO; Wickr ME
Jinjian	Zhai	Wickr SCIF/PRO; Wickr ME
Yingying	Zheng	Wickr SCIF/PRO
Rose	Zhong	Telegram
Noah	Zych	Telegram
Market Place Analytics (in general)		Wickr SCIF/PRO; Wickr ME
Threat Ops (in general)		Wickr SCIF/PRO; Wickr ME
Benjamin Butin's Group (in general)		Google Hangouts (set to "incognito," "off the record" or auto-delete)
China and SEA Ops Team (in general)		Wickr SCIF/PRO; Telegram
Business Development Group (in general)		Telegram

EXHIBIT 32
FILED UNDER SEAL

EXHIBIT 33
FILED UNDER SEAL

EXHIBIT 34
FILED UNDER SEAL

EXHIBIT 35
FILED UNDER SEAL

EXHIBIT 36
FILED UNDER SEAL

EXHIBIT 37
FILED UNDER SEAL

EXHIBIT 38
FILED UNDER SEAL

EXHIBIT 39

☒ **Yes, I'm going** [Add a note or change your response](#)

Mat | Lior | Nick

2/14/2017 2:00pm to 2:30pm 2/14/2017 [Time zone](#)

☐ All day ☐ Repeat...

Event details [Find a time](#)

Where SFO | 555 Market - 08th Peddar Road (9)
[map](#)

Video call [Add video call](#)

Calendar Mat Henley

Created by Taylor Benson

Description

Hi there,

Taylor Benson is inviting you to a scheduled Zoom meeting.

Join from PC, Mac, Linux, iOS or Android: <https://uber.zoom.us/j/791860485>

Or iPhone one-tap (US Toll): +16465588656,791860485# or +14086380968,791860485#









Or Telephone:

Dial: +1 646 558 8656 (US Toll) or +1 408 638 0968 (US Toll)
+971 4 550 8389 (United Arab Emirates Toll)
+62 21 2188 9017 (Indonesia Toll)
+63 2395 3500 (Philippines Toll)
+66 60 003 5790 (Thailand Toll)

Guests Rooms

[Add guests](#)

Participants [Email](#)
Yes: 5, Maybe: 0, No: 0, Awaiting: 1

- | | |
|---|---|
|  Anthony Levandowski * | ✓ |
|  Brian Cullinane | ✓ |
|  Mat Henley | ✓ |
|  Nick Gicinto | ✓ |
|  Susan Chiang | ✓ |
|  Lior Ron | |
|  SFO 555 Market - 08th Peddar Road (9) | ✓ |
|  SFO 737 Harrison - 02nd Iowa (8) | |

* Calendar cannot be shown. [Why?](#)

EXHIBIT 40
FILED UNDER SEAL

EXHIBIT 41
FILED UNDER SEAL

EXHIBIT 42
FILED UNDER SEAL

EXHIBIT 43
FILED UNDER SEAL

EXHIBIT 44
FILED UNDER SEAL

EXHIBIT 45
FILED UNDER SEAL

EXHIBIT 46

James Judah

From: Rivera, Sylvia <SRivera@mofo.com>
Sent: Thursday, November 30, 2017 1:32 PM
To: Andrea P Roberts; QE-Waymo
Cc: UberWaymoMoFoAttorneys; BSF_EXTERNAL_UberWaymoLit; Uber-sg@LISTS.SUSMANGODFREY.COM; 'John Cooper'; Matthew Cate
Subject: RE: Waymo v. Uber Discovery

Counsel,

Further to today's meet and confer call, we write to lay out Uber's proposal for its response to the Court's requests reflected in your 3^d and 5th bullet points below, focusing on the tasks concerning ephemeral messaging services. This proposal is intended to provide Waymo with any potentially relevant information without requiring a search of 15,000+ personnel, which simply is not possible to execute within the time frame contemplated by the Court.

1. Scope of Uber Personnel to be Queried/be Subject to Search:

- Persons on the agreed-upon custodian list for search and production in response to RFPs
- The additional personnel identified in Kevin Faulkner's September 7, 2017 report as having been searched
- SSG and MA personnel

2. Methodology for obtaining inventory of "ephemeral" users:

- Consult any available list of registered users of enterprise service (e.g., Wickr enterprise service) -AND-
- Survey the personnel listed above ("Scope of Uber Personnel") to determine what ephemeral messaging platforms they have used for business purposes
 - During this morning's call, the Special Master suggested we also inquire of them who else at the company uses such messaging platforms. We are concerned that that may delay our ability to obtain complete information by this Monday, but are open to discussing that.
- We would like to exclude from the list persons who use a particular app purely for personal purposes – we do not think the limited time available is best used investigating apps used for messaging with family and friends, and thus propose this limitation

3. Ephemeral messaging services covered by inquiry in #2 above and to be covered by document search:

- Wickr, Telegram, Allo, Gchat/Hangouts (set to "incognito," "off the record" or auto-delete), Confide, Blink, Cyber Dust, Viber Wink, Facebook Messenger

We look forward to discussing this afternoon.

Sylvia

From: Andrea P Roberts [mailto:andreaproberts@quinnemanuel.com]
Sent: Wednesday, November 29, 2017 10:52 PM
To: UberWaymoMoFoAttorneys; BSF_EXTERNAL_UberWaymoLit; Uber-sg@LISTS.SUSMANGODFREY.COM; 'John Cooper'; Matthew Cate
Cc: QE-Waymo
Subject: Waymo v. Uber Discovery

- External Email -

Counsel:

I write regarding the Court's orders of yesterday and today regarding additional discovery. The Court ordered Uber to provide the following by Monday at noon:

- Ed Russo's presentation that he testified about on November 27, or confirmation that it does not exist. (11/27/17 Hearing Tr., 114:16-22) As we noted previously, Mr. Russo indicated that he may have shown the presentation to his boss or bosses boss so, at a minimum, they should be consulted as to whether they have it.
- A list of all of the Uber vendors "who had anything to do with non-attributable devices or had anything to do with ephemeral anything." (11/27/17 Hearing Tr., 147:1-4)
- "All documents in the entire company that have anything to do with ephemeral, anything to do with non-attributable devices, or anything to do with using contrived attorney-client privilege." (11/27/17 Hearing Tr., 147:10-15)
- An inventory of all of the non-attributable devices and who had them from December 1, 2015 to the present. (11/27/17 Hearing Tr., 153:21-155:8)
- An inventory of the Wickr accounts and who had them from December 1, 2015 to the present, as well as any other self-deleting communication system. (11/27/17 Hearing T., 153:21-156:10)
- Mr. Jacobs' personnel file, including his performance review (11/28/17 Hearing Tr., 156:10-11)

We expect that, to the extent Uber uses electronic searches to search for responsive documents, those searches will include everyone in the SSG and MA groups (including their predecessor groups), as well as other appropriate custodians. Please provide us with the list of custodians and any search terms Uber intends to use. Uber's searches, however, should not be limited to only search terms.

We will have additional document requests as well.

As for depositions, we will take depositions of at least the following individuals:

Richard Jacobs
Clayton Halunen
Ed Russo
Matt Henley
Nick Gicinto
Joe Sullivan
Craig Clark
Kevin Maher
Jake Nocon
Shawnee Delaney
Salle Yoo
Travis Kalanick
Lior Ron
Joe Spiegler
David Bonderman
Ariana Huffington

By tomorrow, please let us know which of these individuals are represented by Uber's counsel and which we should contact directly. For those not represented by Uber's counsel, please provide any contact information

you have for them, including the contact information of any counsel Uber is aware that they have. We will meet and confer regarding the scheduling of these depositions. We also intend to serve a 30(b)(6) notice for a deposition of Uber relevant to the topics revealed in the Jacobs letter. We will provide that separately.

This list of discovery and depositions is not exhaustive, but given the expedited schedule we are providing our preliminary list of discovery now.

Thanks,
Andrea

Andrea Pallios Roberts
Of Counsel,
Quinn Emanuel Urquhart & Sullivan, LLP

555 Twin Dolphin Drive, 5th Floor
Redwood Shores, CA 94065
650-801-5023 Direct
650.801.5000 Main Office Number
650.801.5100 FAX
andreaproberts@quinnemanuel.com
www.quinnemanuel.com

NOTICE: The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

=====

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

EXHIBIT 47

Patrick Schmidt

From: Ray, Wendy J. <WRay@mofo.com>
Sent: Thursday, December 07, 2017 10:37 AM
To: David Perlson; John Cooper; UberWaymoMoFoAttorneys; Boies Service (BSF_EXTERNAL_UberWaymoLit@bsfllp.com); Uber-sg@LISTS.SUSMANGODFREY.COM; Matthew Cate
Cc: QE-Waymo
Subject: RE: Waymo v. Uber

David,

We appreciate Waymo's effort to summarize the results of yesterday's meet and confer, but note that there were several substantive issues discussed on the call that are not included in your summary. For example, while Waymo's summary includes the Special Master's timeline for the completion of Uber's document production, it omits the reciprocal deadline for Waymo's production. To the extent Waymo circulates meet and confer summaries going forward, we ask that Waymo make a good faith effort to provide complete and accurate summaries. We will do the same.

Because the summary provided in your email of 5:08PM was at times incomplete or inaccurate based on my recollection, I annotated that summary below to reflect a more complete record of the topics discussed.

Thank you,
Wendy

From: David Perlson [<mailto:davidperlson@quinnemanuel.com>]
Sent: Wednesday, December 06, 2017 5:08 PM
To: John Cooper; UberWaymoMoFoAttorneys; BSF_EXTERNAL_UberWaymoLit; Uber-sg@LISTS.SUSMANGODFREY.COM; Matthew Cate
Cc: QE-Waymo
Subject: Waymo v. Uber

John and Counsel,

Especially after the back and forth this morning, we thought it would be useful for all of us to summarize what was discussed on yesterday's meet-and-confer:

Uber Document Production. As confirmed in today's correspondence, the Special Master ordered ~~Uber~~ **all parties** to produce all documents responsive to ~~Waymo's outstanding RFPs on a rolling basis to be completed by Friday at midnight.~~ **Uber indicated it has already begun the process of responding to Waymo's document requests and will not withhold any documents that are available for production before Friday.**

Communication logs. WilmerHale agreed to provide log of the *first* communications it had with Uber or any law firm acting on behalf of Uber, regarding the Jacobs email, the Jacobs letter, and the Jacobs settlement agreement by yesterday night. The Special Master also told WilmerHale to provide a complete log of *all* communications regarding the three Jacobs documents between WilmerHale and Uber or any law firm that represented Uber ~~on a rolling basis, with completion by Friday.~~ **Uber indicated that MoFo would not provide its own log regarding any communications with Wilmer, but instead would correct any missing entries by Sunday. The Special Master approved of this procedure to avoid make-work because MoFo's log on this issue would duplicate Wilmer's log. The Special Master also agreed that the cut-off date for these logs would be communications occurring before the Court's notice sent to the parties on 11/22.**

We explained that MoFo still would need to provide a complete log of its communications regarding the three documents with Uber, as well as with anyone other than Wilmer Hale, including internally at MoFo. Arturo represented that this would be a small number. The Special Master then directed Uber to produce a log of communications amongst MoFo's Waymo v. Uber litigation team attorneys, or between those attorneys and Uber or any law firm, excluding WilmerHale, that has represented Uber in this matter, by last night. The Special Master also instructed Uber to provide a full communications log for all other MoFo attorneys by Sunday.

Depositions. Waymo requested depositions of the four MoFo lawyers who received the Jacobs letter. As we mentioned, we believe that inquiring about the discovery practices and procedures bearing on the failure to produce from these four lawyers, as we have inquired from Uber's in-house counsel, is directly within the scope of what Judge Alsup has permitted Waymo to request. **Uber laid out its opposition to Waymo's position and the Special Master indicated that if Waymo wanted to pursue this request, Waymo would need to bring the issue to Magistrate Judge Corley.**

The Special Master ordered that Arturo email Waymo list by Sunday of the lawyers at MoFo who saw the documents, the dates, for what purpose, and whether they sent it to anyone else but did not make any findings. We maintain that we are entitled to ask relevant questions to the MoFo lawyers under oath and will follow up separately.

The parties also discussed the 30(b)(6) topics Uber served to Waymo, and the Special Master stated Waymo needs to agree to produce at least its first witness to address the topics by this Monday.

Hard copy of letter. Although Uber represented at the hearing that it would inquire into whether there was a printed copy of the Jacobs letter, Uber refused to do so on the call yesterday. Uber indicated it would not argue that Uber had not been obligated to produce the letter solely because a printed copy did not exist. As we noted yesterday, we cannot understand how this can be reconciled with Uber's assertion that it was only obligated to produce documents responsive to the agreed-upon search terms. **The Special Master indicated that whether there were hard copies of the letter or only electronic copies would have no impact on his charge as stated by Judge Alsup and declined Waymo's request to require that Uber further investigate this issue.**

Redactions. During the November 29 evidentiary hearing, Waymo requested the subject matter of several redactions on two sets of Board meeting minutes. Uber agreed to provide them. Uber also requested the subject matter of a redaction in an email **which appears to relate to ephemeral communications**, but Uber agreed to first check Waymo's privilege log for that information. **Uber's counsel asked counsel for Waymo on the call what the privilege log entry for that document stated and Waymo's counsel on the call was not prepared to defend the designations substantively and could not state the reason Waymo believed the redactions to be appropriate.**

Uber's response and production in response to Court Orders: On November 29, Andrea Roberts set forth an email outlining **Waymo's position regarding** what the Court had ordered Uber to provide at the November 28 and 29 hearings. On November 30, Sylvia sent an e-mail proposing Uber's plan to comply with that order since searching all Uber personnel was "simply not possible to execute." In that e-mail, Uber suggested it would narrow the scope of personnel to be searched to (1) agreed-upon custodians for responses to RFPs, (2) additional personnel identified in Kevin Faulkner's September 7, 2017 report as having been searched, and (3) SSG and MA personnel. On the call yesterday, Sylvia confirmed that Uber's productions in response to the Court's order have followed that proposal, **as opposed to everything the Court ordered.** Uber also indicated that it planned to supplement the productions as not all employees have responded to its inquiries, with the exception of the list of everyone who used Wickr, which is complete.

~~Waymo discovery. Jim Baker has provided in email responses regarding the discovery to Waymo.~~

Privilege Redactions Related to the Special Matters Committee: Counsel for Uber stated that they reached out to counsel for Waymo over the phone to discuss logistics concerning privilege redactions to documents coming from the committee. Waymo agreed to respond and discuss the issue separately.

David Perlson
Quinn Emanuel Urquhart & Sullivan, LLP
50 California Street, 22nd Floor
San Francisco, CA 94111
Direct: (415) 875-6344
Main Phone: (415) 875-6600
Main Fax: (415) 875-6700
E-mail: davidperlson@quinnemanuel.com
Web: www.quinnemanuel.com

=====

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

EXHIBIT 48
FILED UNDER SEAL

EXHIBIT 49
FILED UNDER SEAL

EXHIBIT 50
FILED UNDER SEAL

EXHIBIT 51
FILED UNDER SEAL

EXHIBIT 52
FILED UNDER SEAL

EXHIBIT 53
FILED UNDER SEAL

EXHIBIT 54
FILED UNDER SEAL

EXHIBIT 55

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

Charles K. Verhoeven (Bar No. 170151)

2 charlesverhoeven@quinnemanuel.com

David A. Perlson (Bar No. 209502)

3 davidperlson@quinnemanuel.com

4 Melissa Baily (Bar No. 237649)

melissabaily@quinnemanuel.com

5 John Neukom (Bar No. 275887)

johnneukom@quinnemanuel.com

6 Jordan Jaffe (Bar No. 254886)

jordanjaffe@quinnemanuel.com

7 50 California Street, 22nd Floor

8 San Francisco, California 94111-4788

Telephone: (415) 875-6600

9 Facsimile: (415) 875-6700

10 Attorneys for WAYMO LLC

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

13 WAYMO LLC,

14 Plaintiff,

15 vs.

16 UBER TECHNOLOGIES, INC.;
17 OTTOMOTTO LLC; OTTO TRUCKING
18 LLC,

19 Defendants.

CASE NO. 3:17-cv-00939-WHA

**DECLARATION OF CLAYTON
HALUNEN**

Judge: Hon. William H. Alsup

Trial Date: February 5, 2018

1 I, Clayton Halunen, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of Minnesota and am a partner
3 in Halunen Law. I have personal knowledge of the matters set forth in this declaration, and if
4 called as a witness I would testify competently to those matters.

5 2. Halunen Law and Collier Law Firm, LLP jointly represented Richard Jacobs in
6 connection with certain employment-related and whistleblower-related claims that Mr. Jacobs
7 asserted against Uber in the spring and summer of 2017. I was the lead attorney representing
8 Mr. Jacobs against Uber.

9 3. Halunen Law and Collier Law Firm, LLP represented Mr. Jacobs on a contingency
10 fee basis. The two firms were compensated for their representation based on a percentage of the
11 compensation that Mr. Jacobs received when he settled his claims against Uber. Further, the
12 parties fully resolved Mr. Jacobs' claims before litigation began. As a result, Halunen Law did not
13 maintain time records sufficient to show the time spent on Mr. Jacobs' matter or send invoices to
14 Mr. Jacobs reflecting its work on the matter. Nonetheless, I conservatively estimate that Halunen
15 Law spent approximately 230 hours working on the matter from the time Halunen Law was
16 retained through the finalization of Mr. Jacobs' settlement with Uber. I do not have actual
17 knowledge of the specific number of hours that Collier Law Firm, LLP expended. I would
18 presume that the amount of time expended by Collier Law Firm, LLP would have approximated
19 the time that Halunen Law expended.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this declaration was ~~executed in Minneapolis~~, Minnesota on
22 January 11, 2018.

23 
24 Clayton Halunen

EXHIBIT 56
FILED UNDER SEAL

EXHIBIT 57
FILED UNDER SEAL

EXHIBIT 58
FILED UNDER SEAL

EXHIBIT 59

Patrick Schmidt

From: Balassone, Elizabeth <EBalassone@mofo.com>
Sent: Thursday, January 11, 2018 11:08 PM
To: Rivera, Sylvia; QE-Waymo
Cc: John Cooper (JCooper@fbm.com); Matthew Cate; UberWaymoMoFoAttorneys; BSF_EXTERNAL_UberWaymoLit@bsflp.com; Uber-sg@LISTS.SUSMANGODFREY.COM
Subject: RE: Waymo v. Uber
Attachments: 2018.01.11 Uber's Supplemental Privilege Log Pursuant to Order Regarding Discovery Disputes (ECF No. 2415) [CONFIDENTIAL].pdf

Per Sylvia's email below, attached please find Uber's Supplemental Privilege Log Pursuant to Order Regarding Discovery Disputes (ECF No. 2415), which has been marked Confidential and should be treated accordingly. New entries are highlighted in yellow for ease of reference.

ELIZABETH BALASSONE

Associate | Morrison & Foerster LLP
425 Market St. | San Francisco, CA 94105
P: +1 (415) 268-7585
mofo.com | [LinkedIn](#) | [Twitter](#)

From: Rivera, Sylvia
Sent: Friday, December 29, 2017 4:54 PM
To: QE-Waymo
Cc: John Cooper (JCooper@fbm.com); Matthew Cate; UberWaymoMoFoAttorneys; BSF_EXTERNAL_UberWaymoLit@bsflp.com; Uber-sg@LISTS.SUSMANGODFREY.COM
Subject: Waymo v. Uber

Counsel:

In double-checking the completeness of Uber's search and production in this supplemental round of discovery, our e-discovery vendor determined that a set of search results inadvertently was not pushed to us for review. Those documents were reviewed this week, we expect to produce about 20 responsive and non-privileged documents tonight or tomorrow, and will supplement the privilege log for Angela Padilla communications as needed in light of privileged documents withheld.

Regards,
Sylvia

Sylvia Rivera
Morrison & Foerster LLP
707 Wilshire Boulevard | Los Angeles, CA 90017-3543
P: +1 (213) 892.5734 | F: +1 (323) 210.1210
SRivera@mofo.com | www.mofo.com

=====

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

EXHIBIT 60
FILED UNDER SEAL

EXHIBIT 61
FILED UNDER SEAL

EXHIBIT 62
FILED UNDER SEAL

EXHIBIT 63
FILED UNDER SEAL

EXHIBIT 64
FILED UNDER SEAL

EXHIBIT 65
FILED UNDER SEAL

EXHIBIT 66
FILED UNDER SEAL

EXHIBIT 67
FILED UNDER SEAL

EXHIBIT 68
FILED UNDER SEAL

EXHIBIT 69
FILED UNDER SEAL

EXHIBIT 70
FILED UNDER SEAL

EXHIBIT 71
FILED UNDER SEAL

EXHIBIT 72
FILED UNDER SEAL

EXHIBIT 73
FILED UNDER SEAL

EXHIBIT 74

Defendants Uber and Ottomotto's Tyto LiDAR Acquisition Categorical Privilege Log

Category No.	Date Range	Document Type	Senders / Recipient(s) / Copyees	Category Description	Privilege Justification	Documents Withheld
1	5/9/2016-5/17/2016	Email, PDF, Word	Attorneys: Wenting Yu, Esq. (OMM); Kyle Uhlman, Esq. (OMM); Melisa Glorighian (OMM); Adam Bentley, Esq. Non-Attorneys: Rhian Morgan	Documents/Communications with outside counsel regarding issues concerning acquisition of Tyto LiDAR assets.	Attorney-Client Privilege	38
2	4/27/2016-5/6/2016	Email, PDF, Word	Attorney: Adam Bentley, Esq. Non-Attorneys: Lior Ron; Rhian Morgan; Dan Gruver	Documents/Communications with in-house counsel regarding issues concerning acquisition of Tyto LiDAR assets.	Attorney-Client Privilege	43
2	5/5/2016-5/7/2016	Email, PDF, Word	Attorney: Andrew Glickman, Esq.; Jay Choi, Esq.; Aaron Melville, Esq.; Christian Lymn, Esq.; Julie Xu, Esq.; Justin Suhr, Esq. Non-Attorneys: Cameron Poetzscher; Nina Qi	Documents/Communications with in-house counsel regarding issues concerning acquisition of Tyto LiDAR assets.	Attorney-Client Privilege	20

EXHIBIT 75
FILED UNDER SEAL

EXHIBIT 76
FILED UNDER SEAL

EXHIBIT 77
FILED UNDER SEAL

EXHIBIT 78
FILED UNDER SEAL

EXHIBIT 79

From: Rivera, Sylvia <SRivera@mofo.com>
Sent: Wednesday, September 27, 2017 11:50 PM
To: QE-Waymo; Otto Trucking at Goodwin (DG-GPOttoTruckingWaymo@goodwinlaw.com)
Cc: UberWaymoMoFoAttorneys; Boies Service (BSF_EXTERNAL_UberWaymoLit@bsfllp.com); Uber-sg@LISTS.SUSMANGODFREY.COM
Subject: Waymo v. Uber

Counsel,

We learned a few hours ago that there may be emails and documents from an Anthony Levandowski Ottomotto account that was not migrated over to Uber. We are treating this with the highest priority and people will be working through the night to determine if there are any documents that require further production. If there are, we will make such a production asap. We wanted to advise you of this immediately and we will update you as soon as we are able to obtain additional information.

Regards,

Sylvia

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

EXHIBIT 80

Jonathan Francis

From: Ray, Wendy J. <WRay@mofo.com>
Sent: Friday, November 17, 2017 8:08 AM
To: James Judah; QE-Waymo; John Cooper; Matthew Cate
Cc: UberWaymoMoFoAttorneys; BSF_EXTERNAL_UberWaymoLit; Uber-sg@LISTS.SUSMANGODFREY.COM
Subject: RE: Waymo - receipts

James,

MoFo received the March 1, 2016 receipt in late April during the time when Uber was responding to multiple expedited depositions and document requests and moving to compel arbitration. The receipt was placed in Ms. Morgan's witness file. In October, Ms. Morgan testified that she had provided a receipt to legal counsel. Waymo never asked for the receipt. Please let us know why Waymo did not ask for the receipt at or after Ms. Morgan's deposition.

When Ms. Morgan provided three additional receipts yesterday, one of our team members referenced Ms. Morgan's October deposition testimony about a receipt provided to counsel. We looked for and found the receipt, determined that it did not appear to have been produced, and thus produced it today, along with the three receipts that we received yesterday. As I mentioned, we do not object to a 30 minute deposition about the receipts.

Wendy

From: James Judah [mailto:jamesjudah@quinnemanuel.com]
Sent: Thursday, November 16, 2017 7:04 PM
To: Ray, Wendy J.; QE-Waymo; John Cooper; Matthew Cate
Cc: UberWaymoMoFoAttorneys; BSF_EXTERNAL_UberWaymoLit; Uber-sg@LISTS.SUSMANGODFREY.COM
Subject: RE: Waymo - receipts

- External Email -

Wendy and John –

We are reviewing Uber's untimely production, but in the meantime we have a few questions:

- 1) Which receipt did Ms. Morgan provide to Uber's counsel prior to her October 4 deposition?
- 2) When did Ms. Morgan provide that receipt to Uber's counsel?
- 3) Why didn't Uber produce that receipt before the close of fact discovery, before Ms. Morgan's August 18 deposition, before Ms. Morgan's October 4 deposition, or at any time prior to today?
- 4) When did Ms. Morgan find that receipt?
- 5) When did Ms. Morgan find the other receipts that were produced today?

Please provide responses by 9 AM tomorrow. John, we request a meet and confer tomorrow morning to the extent any of these questions are not answered by 9 AM.

Waymo reserves all rights.

Best,
James

From: Ray, Wendy J. [<mailto:WRay@mofo.com>]
Sent: Thursday, November 16, 2017 1:36 PM
To: QE-Waymo <gewaymo@quinnemanuel.com>
Cc: UberWaymoMoFoAttorneys <UberWaymoMoFoAttorneys@mofo.com>; BSF_EXTERNAL_UberWaymoLit <BSF_EXTERNAL_UberWaymoLit@BSFLLP.com>; Uber-sg@LISTS.SUSMANGODFREY.COM
Subject: Waymo - receipts

Counsel,

Rhian Morgan found hard copies of receipts from ShredWorks at her house while looking for something else, and gave them to counsel for Uber yesterday. We are processing them for production to you today. In deposition, she testified that she provided a receipt to counsel. We are producing that receipt as well. We understand you may have questions about the receipts and would not object if you would like to reopen her deposition for 30 minutes, limited to questions about these receipts.

Wendy J. Ray

Partner | Morrison & Foerster LLP
707 Wilshire Boulevard | Los Angeles, CA 90017-3543
P: +1 (213) 892-5446
mofo.com | [LinkedIn](#) | [Twitter](#)

=====

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

=====

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

EXHIBIT 81

Jonathan Francis

From: Ray, Wendy J. <WRay@mofo.com>
Sent: Thursday, November 16, 2017 1:36 PM
To: QE-Waymo
Cc: UberWaymoMoFoAttorneys; BSF_EXTERNAL_UberWaymoLit; Uber-
sg@LISTS.SUSMANGODFREY.COM
Subject: Waymo - receipts

Counsel,

Rhian Morgan found hard copies of receipts from ShredWorks at her house while looking for something else, and gave them to counsel for Uber yesterday. We are processing them for production to you today. In deposition, she testified that she provided a receipt to counsel. We are producing that receipt as well. We understand you may have questions about the receipts and would not object if you would like to reopen her deposition for 30 minutes, limited to questions about these receipts.

Wendy J. Ray

Partner | Morrison & Foerster LLP
707 Wilshire Boulevard | Los Angeles, CA 90017-3543
P: +1 (213) 892-5446
mofo.com | [LinkedIn](#) | [Twitter](#)

=====

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

EXHIBIT 82

Jonathan Francis

From: Na, Terrie <tsna@mofo.com>
Sent: Thursday, November 16, 2017 6:28 PM
To: QE-Waymo
Cc: BSF_EXTERNAL_UberWaymoLit@bsfllp.com; Uber-sg@LISTS.SUSMANGODFREY.COM; UberWaymoMoFoAttorneys
Subject: Waymo v Uber - Defendants' Fourth Supplemental Exhibit List
Attachments: 2017.11.16 Defendants' 4th Suppl Exhibit List.xlsx; 2017.11.16 Defendants' 4th Suppl Exhibit List.pdf

Counsel,

Please find attached Defendants' fourth supplemental trial exhibit list. Defendants have added TX-3835 through TX-3837, which adds three documents produced today.

PDF copies of the newly added exhibits will be sent under separate cover.

Defendants reserve the right to use the best quality copy of documents available as trial exhibits. Defendants also reserve the right to use the family groups of documents listed on its trial exhibit list.

Best Regards,

TERRIE NA

Senior Paralegal | Morrison & Foerster LLP

12531 High Bluff Drive | San Diego, CA 92130-2040

P: +1 (858) 720-7948

mofo.com | [LinkedIn](#) | [Twitter](#)

=====

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

EXHIBIT 83
FILED UNDER SEAL

EXHIBIT 84
FILED UNDER SEAL

EXHIBIT 85
FILED UNDER SEAL

EXHIBIT 86
FILED UNDER SEAL

EXHIBIT 87
FILED UNDER SEAL

EXHIBIT 88
FILED UNDER SEAL

EXHIBIT 89

Waymo LLC v. Uber Technologies, Inc. et al., No. 3:17-cv-00939-WHA (N.D. Cal.)

CROSS-REFERENCE OF EMPLOYEE ATTESTATIONS PRODUCED IN UBER_033
WITH APRIL 10, 2017 PRIVILEGE LOG ENTRIES

4/10/2017 Priv Log Entry	PROD_BEG	PROD_END
334	UBER00017154	UBER00017154
340	UBER00017155	UBER00017155
341	UBER00017156	UBER00017156
342	UBER00017157	UBER00017157
343	UBER00017158	UBER00017158
344	UBER00017159	UBER00017159
345	UBER00017160	UBER00017160
346	UBER00017161	UBER00017161
347	UBER00017162	UBER00017162
348	UBER00017163	UBER00017163
349	UBER00017164	UBER00017164
350	UBER00017165	UBER00017165
351	UBER00017166	UBER00017166
352	UBER00017167	UBER00017167
353	UBER00017168	UBER00017168
354	UBER00017169	UBER00017169
355	UBER00017170	UBER00017170
356	UBER00017171	UBER00017171
357	UBER00017172	UBER00017172
358	UBER00017173	UBER00017173
359	UBER00017174	UBER00017174
360	UBER00017175	UBER00017175
361	UBER00017176	UBER00017176
362	UBER00017177	UBER00017177
363	UBER00017178	UBER00017178
364	UBER00017179	UBER00017179
365	UBER00017180	UBER00017180
366	UBER00017181	UBER00017183
367	UBER00017184	UBER00017184
368	UBER00017185	UBER00017185
369	UBER00017186	UBER00017186
371	UBER00017187	UBER00017187
372	UBER00017188	UBER00017188
373	UBER00017189	UBER00017189
374	UBER00017190	UBER00017190
375	UBER00017191	UBER00017191
376	UBER00017192	UBER00017192
377	UBER00017193	UBER00017193
378	UBER00017194	UBER00017194
1456	UBER00017195	UBER00017195
1460	UBER00017196	UBER00017196
1461	UBER00017197	UBER00017197

Waymo LLC v. Uber Technologies, Inc. et al., No. 3:17-cv-00939-WHA (N.D. Cal.)

CROSS-REFERENCE OF EMPLOYEE ATTESTATIONS PRODUCED IN UBER_033
WITH APRIL 10, 2017 PRIVILEGE LOG ENTRIES

4/10/2017 Priv Log Entry	PROD_BEG	PROD_END
1462	UBER00017198	UBER00017198
1463	UBER00017199	UBER00017199
1464	UBER00017200	UBER00017200
1465	UBER00017201	UBER00017201
1466	UBER00017202	UBER00017202
1467	UBER00017203	UBER00017203
1468	UBER00017204	UBER00017204
1469	UBER00017205	UBER00017205
1470	UBER00017206	UBER00017206
1471	UBER00017207	UBER00017207
1478	UBER00017208	UBER00017208
1484	UBER00017209	UBER00017209
1485	UBER00017210	UBER00017210
1486	UBER00017211	UBER00017211
1487	UBER00017212	UBER00017212
1488	UBER00017213	UBER00017213
1489	UBER00017214	UBER00017214
1490	UBER00017215	UBER00017215
1491	UBER00017216	UBER00017216
1492	UBER00017217	UBER00017217
1493	UBER00017218	UBER00017218
1494	UBER00017219	UBER00017219
1495	UBER00017220	UBER00017220
1496	UBER00017221	UBER00017221
1497	UBER00017222	UBER00017222
1498	UBER00017223	UBER00017223
1499	UBER00017224	UBER00017224
1500	UBER00017225	UBER00017225
1501	UBER00017226	UBER00017226
1502	UBER00017227	UBER00017227
1503	UBER00017228	UBER00017228
1504	UBER00017229	UBER00017229
1505	UBER00017230	UBER00017230
1506	UBER00017231	UBER00017231
1507	UBER00017232	UBER00017232
1508	UBER00017233	UBER00017233
1509	UBER00017234	UBER00017234
1510	UBER00017235	UBER00017237
1511	UBER00017238	UBER00017238
1512	UBER00017239	UBER00017239
1513	UBER00017240	UBER00017240
1515	UBER00017241	UBER00017241

Waymo LLC v. Uber Technologies, Inc. et al., No. 3:17-cv-00939-WHA (N.D. Cal.)

CROSS-REFERENCE OF EMPLOYEE ATTESTATIONS PRODUCED IN UBER_033
WITH APRIL 10, 2017 PRIVILEGE LOG ENTRIES

4/10/2017 Priv Log Entry	PROD_BEG	PROD_END
1516	UBER00017242	UBER00017242
1517	UBER00017243	UBER00017243
1518	UBER00017244	UBER00017244
1519	UBER00017245	UBER00017245
1520	UBER00017246	UBER00017246
1521	UBER00017247	UBER00017247
1522	UBER00017248	UBER00017248

EXHIBIT 90
FILED UNDER SEAL

EXHIBIT 91
INTENTIONALLY
LEFT BLANK

EXHIBIT 92

James Judah

From: James Judah
Sent: Sunday, June 11, 2017 3:14 PM
To: Rivera, Sylvia; QE-Waymo
Cc: 'John Cooper'; Matthew Cate; UberWaymoMoFoAttorneys;
'BSF_EXTERNAL_UberWaymoLit@bsflp.com'
(BSF_EXTERNAL_UberWaymoLit@bsflp.com); rwalsh@goodwinlaw.com;
nchatterjee@goodwinlaw.com; sbrun@goodwinlaw.com; bschuman@goodwinlaw.com
Subject: RE: Waymo; follow up from June 7 call on Uber's responses to Set 1 of expedited discovery

John and Sylvia,

Sylvia's email below regarding Uber's responses to Waymo's first set of expedited RFPs and interrogatories, which were due June 5, does not address all of the items that were outstanding from the June 7 meet and confer. To the extent we do not receive answers to these outstanding questions beforehand, we request a meet and confer for on Monday.

Expedited RFP 5: In addition to identifying the Bates range of the documents produced that were in the Data Room, Uber was supposed to provide an explanation of diligence documents that were not put in the Data Room and the volume of such documents. This was so that Waymo would have an understanding of what was requested in RFP 5 but Uber is refusing to produce. Your email below explains what was in the Data Room. Please provide the information requested.

Expedited RFP 8: We look forward to your response on Monday as to whether all documents Defendants are withholding in response to this request are privileged.

Expedited Interrogatory No. 3: Defendants were to explain what source they used to determine which devices Levandowski used to access Defendants' networks. Your email below does not do this. You say that Defendants identified Levandowski Uber-issued MacBook. For the other MacBook identified, you say that Uber cannot disclose the source because that would reveal work product. Please explain the basis for this. It seems that the source that identifies whether a device connects to Defendants' networks would be factual and not protected by work product.

Expedited Interrogatory No. 4: We asked in Mr. Roberts' June 8 email following the June 7 meet and confer whether Uber asked Mr. Stojanovski about the information called for by Expedited Interrogatory No. 4, or asked Mr. Levandowski before his termination. Your email does not respond to this. You also say that, in trying to determine the ownership of Sandstone Group, which would identify the persons with an ownership interest in Tyto LiDAR—the information sought in this interrogatory—Uber is running into "confidentiality issues." Please explain the nature of these issues and how they are preventing Uber from investigating its response to this interrogatory.

Expedited Interrogatory No. 5: We look forward to Defendants providing more detailed information in response to this interrogatory next week. Given that this was an expedited interrogatory and this information should have been provided by the June 5 deadline, please confirm you will provide this information by Monday at 5 pm.

Expedited Interrogatory No. 8: Your email does not address the questions we raised about the response to this interrogatory. We understand that Uber claims that Levandowski did not perform any "consulting" work for Uber before August 18, 2016, and that is what the interrogatory calls for. But, in response to this interrogatory, Uber identifies a lot of work that Levandowski did perform for Uber before August 18, 2016. Given the description, it certainly seems like he was "consulting" for Uber, whether you use that term or not. Thus, we asked for more detail

about what he was doing, on what terms, and what compensation he was receiving/promised for the work. Can you explain how Uber defines “consulting” for purposes of its response to this interrogatory?

Expedited Interrogatory No. 9: In Ms. Roberts’ June 6 email, we noted that Uber refers to only two communications in response to this interrogatory but also objects on the basis of privilege. We asked for an understanding of what Uber is withholding on the basis of privilege and why. Your email below says that “[c]ommunications between lawyers at Uber and Mr. Levandowski related to the litigation are generally protected by the attorney-client privilege.” However, Uber cites two communications between Uber’s lawyers and Levandowski in response to Interrogatory No. 9. Why are they not privileged if the remaining communications are? Why doesn’t disclosure of those two communications about the May 11 Order waive privilege as to all of the remaining communications between Uber and Levandowski regarding the May 11 Order? Further, if there have been any communications since Levandowski’s termination, does Uber maintain that those communications are privileged? If so, on what basis?

Best,
James

From: Rivera, Sylvia [mailto:SRivera@mofo.com]
Sent: Friday, June 09, 2017 11:58 PM
To: QE-Waymo <qewaymo@quinnemanuel.com>
Cc: 'John Cooper' <JCooper@fbm.com>; Matthew Cate <MCate@fbm.com>; UberWaymoMoFoAttorneys <UberWaymoMoFoAttorneys@mofo.com>; 'BSF_EXTERNAL_UberWaymoLit@bsflp.com' (BSF_EXTERNAL_UberWaymoLit@bsflp.com) <BSF_EXTERNAL_UberWaymoLit@bsflp.com>; rwalsh@goodwinlaw.com; nchatterjee@goodwinlaw.com; sbrun@goodwinlaw.com; bschuman@goodwinlaw.com
Subject: Waymo; follow up from June 7 call on Uber's responses to Set 1 of expedited discovery

Quinn Team,

I write to follow up on discovery items that I understand were discussed on the June 7 meet-and-confer call, which I was unavailable to able to join.

Expedited Rog #3

Uber identified two computers in response to this interrogatory. Uber identified the first MacBook Pro because that is the work computer that Uber issued to Anthony Levandowski and on that basis understands that that computer was used to access Uber’s network. With regard to the other MacBook Uber identified, Uber cannot state its basis for believing that computer was used to access Uber’s network because doing so would reveal work product that is protected from disclosure.

Expedited Rog #4

Uber provided an accurate response to this interrogatory. Sandstone Group LLC is the sole member of Tyto LiDAR LLC. As we understand it, it is closely held. The members and ultimate owners of Sandstone Group LLC were not disclosed to Ottomotto or Uber during the transaction. In response to the issue you raised, we are trying to obtain details about Sandstone Group LLC’s ownership, but are running into confidentiality issues. We are continuing to make inquiries, however, and will let you know if we ascertain the ultimate owner(s) of Tyto LiDAR LLC.

Expedited Rog #5

We believe the response to this interrogatory provides sufficient information, but we will attempt next week to obtain more detailed information about Mr. Levandowski’s agreed upon compensation.

Expedited Rog #8

The interrogatory seeks information about “consulting work” Mr. Levandowski performed for Uber before August 18, 2016. The response confirms he was not a consultant to Uber, which answers the question. However, we nonetheless provided a description of Mr. Levandowski’s interactions at Uber during that time period. The interrogatory is tied to

“consulting work,” of which there is none, so we believe the response is more than sufficient. To our knowledge, Mr. Levandowski was not receiving compensation from Uber during that time. If we learn otherwise, we will advise you.

Expedited Rog #9

Communications between lawyers at Uber and Mr. Levandowski related to the litigation are generally protected by the attorney-client privilege. That is the basis for the withholding of further information in response to this interrogatory.

Expedited RFP #5

The Bates range for the documents produced from the Data Room is UBER00043056 - UBER00048431 (except not UBER00047857 - UBER00047861). The Data Room was the repository for diligence documents for the Uber – Otto transaction and contained hundreds of documents comprised of charters, operating agreements, Board consents, stockholder consents, offer letters, employee attestations, Employee Restricted Unit Purchase Agreements Under Plan, Founders Unit Purchase Agreements, Invention Assignment Agreements, Ottomotto Inc. Equity Incentive Plan, documents for the Tyto LiDAR LLC transaction, and various other diligence documents.

Expedited RFP #8

We are confirming whether there are non-privileged responsive documents and expect to respond on Monday.

Best,
Sylvia

=====

This message may be confidential and privileged. Use or disclosure by anyone other than an intended addressee is prohibited. If you received this message in error, please delete it and advise the sender by reply email.

EXHIBIT 93
FILED UNDER SEAL

EXHIBIT 94
FILED UNDER SEAL

EXHIBIT 95
FILED UNDER SEAL

EXHIBIT 96
FILED UNDER SEAL

EXHIBIT 97
FILED UNDER SEAL

EXHIBIT 98

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
1.	February 26, 2017 at 6:09 PM – 6:24 PM	Ognen Stojanovski's phone	Messages between Ognen Stojanovski, Anthony Levandowski, Lior Ron, and Chelsea Maughan Kohler			Imessages	Messages re Waymo v. Uber lawsuit	Withheld	Confidential communications with Uber PR about Waymo v. Uber lawsuit at direction of Uber legal department	Computer and phone are password protected; no unauthorized persons received communication	Attorney-Client Privilege
2.	January 21, 2013 at 10:18 PM	Ognen Stojanovski's Dropbox	Ognen Stojanovski	Brent Schwartz; Michiele Roderick		Apache Office Writer	Secondment Agreement (Asheem) v1 20130122.odt	Withheld	Attorney notes on draft agreement	Computer and Dropbox are password protected; no unauthorized persons received document	Attorney Work-Product
3.	March 25, 2016 at 4:26 PM	Ognen Stojanovski's email account	Alejandro Munoz	Ognen Stojanovski		Email	uber	Withheld	Email with attorney regarding potential deal between Tyto Lidar and Uber	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
4.	April 1, 2016 at 2:28 AM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski ; John Gardner		Email	Fwd: First Put/Call Agreement	Withheld	Email requesting legal advice regarding merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
5.	April 1, 2016 at 8:42 AM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski ; Lior Ron		Email	Reply to "Fwd: First Put/Call Agreement"	Withheld	Email providing legal advice regarding merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
6.	April 1, 2016	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron; John Gardner		Email	Reply to "Fwd: First Put/Call Agreement"	Withheld	Email providing legal advice regarding merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
7.	April 1, 2016 at 9:15 PM	Ognen Stojanovski's email account	John Gardner	Lior Ron; Ognen Stojanovski	Anthony Levandowski	Email	RE: First Put/Call Agreement	Withheld	Email providing legal advice regarding merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
8.	April 5, 2016 at 3:27 PM	Ognen Stojanovski's email account	Andy Trafford	Alisa Baker; Anthony Lewis; John Gardner		Email	FW: Zing – Disclosure Schedules	Withheld	Email between counsel regarding merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney Work-Product
9.	April 5, 2016 at 3:34 PM	Ognen Stojanovski's email account	Anthony Lewis	John F. Gardner		Email	FW: Zing – Disclosure Schedules	Withheld	Email between counsel regarding merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
10.	April 5, 2016 at 11:24 PM	Ognen Stojanovski's email account	Anthony M. Lewis	Ognen Stojanovski		Email	FW: Zing – Disclosure Schedules		Email providing legal advice regarding merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
11.	April 5, 2016 at 3:27 PM	Ognen Stojanovski's email account				Email attachment (to document 10) - Microsoft Word Document	Disclosure schedules to merger agreement between U, Apparate International C.V., and Ottomotto LLC	Withheld	Draft of agreement with attorney notes	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
12.	December 31, 2009 at 4:00 PM	Ognen Stojanovski's email account				Computer and email account are password protected; no unauthorized persons received communication	Disclosure schedules to merger agreement between U, Apparate International C.V., and Ottomotto LLC	Withheld	Draft of agreement with attorney notes	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
13.	April 27, 2016 at 10:30 AM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski ; John F. Gardner		Email chain	Tyto purchase agreement	Withheld	Email to counsel seeking legal advice regarding purchase of Tyto Lidar by Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
14.	April 27, 2016 at 5:32 PM	Ognen Stojanovski's email account	John Gardner	Lior Ron	Ognen Stojanovski	Email chain	RE: Tyto purchase agreement	Withheld	Email from counsel regarding asset purchase of Tyto Lidar by Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
15.	April 27, 2016 at 11:43 AM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron	John F. Gardner	Email chain	Re: Tyto purchase agreement	Withheld	Email with counsel regarding asset purchase of Tyto Lidar by Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
16.	January 10, 2013 at 9:33 PM	Ognen Stojanovski's email account	Anthony Levandowski	John Gardner		Email chain	Privileged: Redline of 2201 Dwight Way	Withheld	Email to counsel seeking legal advice regarding agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
17.	January 11, 2013 at 9:10 AM	Ognen Stojanovski's email account	John Gardner	Anthony Levandowski		Email chain	Privileged: Redline of 2201 Dwight Way	Withheld	Email from counsel regarding agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
18.	February 3, 2013 at 10:45 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Anthony Levandowski		Email chain	Re: Privileged: Redline of 2201 Dwight Way	Withheld	Email from counsel providing legal advice on agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
19.	February 4, 2013 at 9:30 AM	Ognen Stojanovski's email account	Ognen Stojanovski	Athony Levandowski		Email	Re: Privileged: Redline of 2201 Dwight Way	Withheld	Email from counsel providing legal advice on agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
20.	February 4, 2013 at 12:01 AM	Ognen Stojanovski's email account	Anthony Levandowski	Ognen Stojanovski		Email	Re: Privileged: Redline of 2201 Dwight Way	Withheld	Email to counsel regarding agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
21.	March 25, 2016 at 10:33 AM	Ognen Stojanovski's email account	Ognen Stojanovski	Alejandro Munoz		Email	Re: uber	Withheld	Email with attorney regarding potential deal between Tyto Lidar and Uber	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
22.	March 25, 2016 at 4:43 PM	Ognen Stojanovski's email account	Alejandro Munoz	Ognen Stojanovski		Email	RE: uber	Withheld	Email with attorney regarding potential deal between Tyto Lidar and Uber	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
23.	March 29, 2016 at 7:32 PM	Ognen Stojanovski's email account	John Gardner	Lior Ron	Ognen Stojanovski	Email	MA #1/Section2.21	Withheld	Email from attorney regarding revised merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
24.	March 29, 2016	Ognen Stojanovski's email account	John F. Gardner			Email attachment (to document 23) – Microsoft Word Document	MA #1/Section 2.21	Withheld	Draft section of merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
25.	March 29, 2016 at 12:50 PM	Ognen Stojanovski's email account	Lior Ron	John Gardner	Ognen Stojanovski	Email	Re: MA #1/Section 2.21	Withheld	Email with counsel regarding revised merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
26.	March 29, 2016 at 9:02 AM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski		Email	Section 2.21	Withheld	Email from counsel regarding revised merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
27.	March 29, 2016 at 9:19 AM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner		Email	Re: Section 2.21	Withheld	Email to counsel regarding revised merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
28.	March 29, 2016 at 4:38 PM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski		Email	Re: Section 2.21	Withheld	Email from counsel regarding revised merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
29.	March 31, 2016 at 4:59 PM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski ; John Gardner		Email chain	Saturn language	Withheld	Email seeking legal advice on exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
30.	March 31, 2016 at 5:11 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron		Email chain	Saturn language	Withheld	Email providing legal advice on exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
31.	March 31, 2016	Ognen Stojanovski's email account	John Gardner	Lior Ron; Ognen Stojanovski		Email chain	Saturn language	Withheld	Email providing legal advice on exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
32.	March 31, 2016 at 5:29 PM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski ; John Gardner		Email chain	Saturn language	Withheld	Email seeking legal advice on exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
33.	March 31, 2016 at 5:33 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron	John Gardner; Anthony Levandowski	Email chain	Re: Saturn language	Withheld	Email providing legal advice on exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
34.	March 31, 2016 at 7:01 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner	Anthony Levandowski	Email	Re: Saturn language	Withheld	Email seeking legal advice on exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
35.	March 31, 2016	Ognen Stojanovski's email account				Email attachment (to document 34) – Microsoft Word document	Saturn Exclusivity (favoring Saturn).docx	Withheld	Draft of exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney Work-Product
36.	March 31, 2016	Ognen Stojanovski's email account				Email attachment (to document 34) – Microsoft Word document	Saturn Term Sheet draft v1.docx	Withheld	Draft of term sheet for exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
37.	March 31, 2016 at 7:02 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner	Anthony Levandowski; Lior Ron	Email	Fw: Saturn Language	Withheld	Email seeking legal advice on exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
38.	March 31, 2016	Ognen Stojanovski's email account				Email attachment (to document 37) – Microsoft Word document	Saturn Term Sheet draft v1.docx	Withheld	Draft of term sheet for exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney Work-Product
39.	March 31, 2016	Ognen Stojanovski's email account				Email attachment (to document 37) – Microsoft Word document	Saturn Exclusivity (favoring Saturn).docx	Withheld	Draft of exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney Work-Product
40.	April 1, 2016 at 2:26 AM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski	Lior Ron; Anthony Levandowski	Email	RE: Saturn Language	Withheld	Email regarding attorney review of draft exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
41.	April 1, 2016 at 3:06 AM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski	Lior Ron; Anthony Levandowski	Email	RE: Saturn Language	Withheld	Email providing legal advice on draft exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
42.	March 31, 2016	Ognen Stojanovski's email account				Email attachment (to document 41) – Microsoft Word document	Saturn Exclusivity Agreement.DOC	Withheld	Draft of exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
43.	April 1, 2016 at 3:51 AM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski		Email	RE: Saturn Language	Withheld	Email providing legal advice on exclusivity agreement term sheet draft	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
44.	April 1, 2016 at 9:54 AM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner	Lior Ron; Anthony Levandowski	Email chain	Re: First Put/Call Agreement	Withheld	Email providing legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
45.	April 1, 2016 at 10:59 AM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski	John Gardner; Anthony Levandowski	Email	Re: First Put/Call Agreement	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
46.	April 1, 2016 at 2:15 PM	Ognen Stojanovski's email account	John Gardner	Lior Ron; Ognen Stojanovski		Email chain	Reply to Re: First Put/Call Agreement	Withheld	Email providing legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
47.	April 1, 2016 at 2:47 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner	Lior Ron; Anthony Levandowski	Email chain	Re: First Put/Call Agreement	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
48.	April 1, 2016 at 3:25 PM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski	John Gardner; Anthony Levandowski	Email	Re: First Put/Call Agreement	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
49.	March 31, 2016 at 9:14 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner		Email	Re: Saturn language	Withheld	Email regarding legal advice on exclusivity agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
50.	April 1, 2016 at 10:58 PM	Ognen Stojanovski's email account	John Gardner	Lior Ron	Ognen Stojanovski; Anthony Levandowski	Email	Re: First Put/Call Agreement	Withheld	Email providing legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
51.	April 5, 2016	Ognen Stojanovski's email account				Email attachment (to document 50 - PDF	REDLINE-Project_Zing_-_Company_Di.pdf	Withheld	Draft of disclosure schedules	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
52.	April 5, 2016	Ognen Stojanovski's email account				Email attachment (to document 50)- PDF	REDLINE-Project_Zing_-_Company_Disksyre_Schedule_(Coole...doc	Withheld	Draft of disclosure schedules	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
53.	April 5, 2016 at 4:27 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Anthony Lewis	John Gardner	Email	Re: FW: Zing - Disclosure Schedules	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
54.	April 3, 2016 at 12:12 AM	Ognen Stojanovski's email account	John Gardner	Lior Ron		Email chain		Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
55.	April 3, 2016 at 12:23 AM	Ognen Stojanovski's email account	Lior Ron	John Gardner; Ognen Stojanovski		Email chain		Withheld	Email seeking legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
56.	April 3, 2016	Ognen Stojanovski's email account	John Gardner	Lior Ron; Ognen Stojanovski		Email chain		Withheld	Email regarding advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
57.	April 3, 2016 at 10:14 AM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner		Email chain	Re: Orange	Withheld	Email seeking legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
58.	April 3, 2016 at 11:36 AM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski		Email chain	Reply to Re: Orange	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
59.	April 3, 2016 at 6:46 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner		Email chain	Re: Orange	Withheld	Email seeking legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
60.	April 3, 2016 at 7:16 PM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski		Email chain	Reply to Re: Orange	Withheld	Email providing legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
61.	April 3, 2016 at 10:50 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner		Email chain	Re: Orange/Employment Matters	Withheld	Email seeking legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
62.	April 3, 2016 at 11:09 PM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski		Email chain	Reply to Re: Orange/Employment Matters	Withheld	Email providing legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
63.	April 3, 2016 at 11:38 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner		Email chain	Re: Orange/Employment Matters	Withheld	Email seeking legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
64.	April 4, 2016 at 6:42 AM	Ognen Stojanovski's email account	John Gardner	Ognen Stojanovski		Email chain	RE: Orange/Employment Matters	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
65.	April 5, 2016 at 3:38 PM	Ognen Stojanovski's email account	Lior Ron	Anthony Levandowski; John Gardner; Ognen Stojanovski		Email chain	Fwd: FW: Zing – Disclosure Schedules	Withheld	Email seeking legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
66.	April 5, 2016	Ognen Stojanovski's email account				Email attachment (to document 65) - PDF	REDLINE-Project_Zing_-_Company_Di.pdf	Withheld	Draft of disclosure schedules	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege ; Attorney Work-Product
67.	April 5, 2016	Ognen Stojanovski's email account				Email attachment (to document 65) - PDF	REDLINE-Project_Zing_-_Company_Diskisyre_Schedule_(Coole...doc	Withheld	Draft of disclosure schedules	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege ; Attorney Work-Product
68.	April 5, 2016 at 6:48 AM PM	Ognen Stojanovski's email account	Ognen Stojanovski	John Gardner		Email	Re: FW: Zing – Disclosure Schedules	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
69.	April 6, 2016 at 2:13 PM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski		Email chain	FW: Consumer Merger Agreement	Withheld	Email communication giving legal advice on consumer merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
70.	April 5, 2016 at 12:51 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John F. Gardner		Email chain	FW: Consumer Merger Agreement	Withheld	Email communication seeking legal advice on consumer merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
71.	April 5, 2016 at 11:06 AM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron	John F. Gardner	Email chain	FW: Consumer Merger Agreement	Withheld	Email communication regarding consumer merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
72.	April 5, 2016 at 2:13 AM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski	John F. Gardner	Email chain	Re: Consumer Merger Agreement	Withheld	Email communication regarding consumer merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
73.	April 4, 2016 at 7:38 PM	Ognen Stojanovski's email account	Adam Bentley	Lior Ron	Paul Sieben	Email chain	Consumer Merger Agreement	Withheld	Email communication regarding consumer merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
74.	April 5, 2016	Ognen Stojanovski's email account				Email attachment (to document 73)– PDF	Trucking Merger Agreement Redline.pdf	Withheld	Markup of Consumer Merger Agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
75.	April 7, 2016 at 3:06 AM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski		Email chain	Fwd: Project Zing – Disclosure Schedules	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
76.	April 7, 2016 at 7:40 PM	Ognen Stojanovski's email account	Adam Bentley	Alisa Baker, John F. Gardner, Anthony M. Lewis	Paul Sieben, Andy Trafford, Lior Ron	Email chain	FW: Project Zing – Disclosure Schedules	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
77.	April 7, 2016	Ognen Stojanovski's email account				Email attachment (to document 76) – Microsoft Word Document	#129680025 v6 NAACTIVE Project_Zing – _Company_Disclosure_Schedule_.doc	Withheld	Cooley markup of company disclosure schedules	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege ; Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
78.	April 7, 2016	Ognen Stojanovski's email account				Email attachment (to document 76) – PDF	REDLINE – Project_Zing_Company_Disclosure_Schedule_.pdf		Cooley markup of company disclosure schedules	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege ; Attorney Work-Product
79.	April 7, 2016 at 3:29 AM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski		Email	Section 4.3/Disclosure Schedule	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
80.	April 7, 2016	Ognen Stojanovski's email account	John F. Gardner			Email attachment (to document 79) – Microsoft Word Document	Document 1.docx	Withheld	Document giving legal advice regarding merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
81.	April 6, 2016 at 9:32 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron	Anthony Levandowski, John F. Gardner	Email	Suggested Edits to Latest Saturn Disclosure	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
82.	April 7, 2016 at 4:34 AM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski		Email chain	Re: Suggested Edits to Latest Saturn Disclosure	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
83.	April 7, 2016 at 1:19 PM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski , Lior Ron	Anthony Levandowski	Email chain	Saturn/Disclosure 4.3	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
84.	April 7, 2016 at 12:02 PM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski , John F. Gardner		Email chain	Fwd: FW: Tyto	Withheld	Email regarding legal advice regarding Tyto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
85.	April 8, 2016 4:45 AM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski		Email chain	RE: Saturn/Disclosure 4.3	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
86.	April 7, 2016 at 9:31 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John F. Gardner		Email chain	Re: Saturn/Disclosure 4.3	Withheld	Email regarding legal advice on merger agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
87.	April 7, 2016 at 11:58 AM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski, John F. Gardner		Email chain	Fwd: FW: Tyto	Withheld	Email regarding legal advice on Tyto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product
88.	April 7, 2016 at 1:22 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron	John F. Gardner	Email chain	Re: FW: Tyto	Withheld	Email seeking legal advice on Tyto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
89.	March 21, 2016 at 4:25 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John F. Gardner		Email	Sandstone Group of Companies Update and Question	Withheld	Email seeking advice on Tyto acquisition and Sandstone	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
90.	March 21, 2016 at 4:32 PM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski		Email chain	Re: Sandstone Group of Companies Update and Question	Withheld	Email regarding advice on Tyto acquisition and Sandstone	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
91.	March 21, 2016 at 4:41 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John F. Gardner		Email chain	Re: Sandstone Group of Companies Update and Question	Withheld	Email regarding advice on Tyto acquisition and Sandstone	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
92.	March 21, 2016 at 11:58 PM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski		Email chain	Re: Sandstone Group of Companies Update and Question	Withheld	Email regarding advice on Tyto acquisition and Sandstone	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
93.	April 27, 2016 at 11:37 PM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski		Email chain	Re: IP Counsel	Withheld	Email regarding legal advice on potential IP counsel for Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
94.	April 27, 2016 at 12:43 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron		Email chain	Re: IP Counsel	Withheld	Email regarding legal advice on potential IP counsel for Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
95.	April 27, 2016 at 12:32 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron		Email chain	Re: IP Counsel	Withheld	Email regarding legal advice on potential IP counsel for Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
96.	April 27, 2016 at 12:09 PM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski		Email chain	Re: IP Counsel	Withheld	Email regarding legal advice on potential IP counsel for Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
97.	April 27, 2016 at 12:00 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron		Email chain	Re: IP Counsel	Withheld	Email regarding legal advice on potential IP counsel for Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
98.	April 28, 2016 at 12:30 AM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron		Email chain	Re: IP Counsel	Withheld	Email regarding legal advice on potential IP counsel for Otto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
99.	April 27, 2016 at 6:53 PM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski, Lior Ron		Email chain	Re: Tyto purchase agreement	Withheld	Email regarding legal advice on Tyto acquisition	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
100.	April 27, 2016 at 11:43 AM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron	John F. Gardner	Email chain	Re: Tyto purchase agreement	Withheld	Email regarding legal advice on Tyto acquisition	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
101.	April 27, 2016 at 10:32 AM	Ognen Stojanovski's email account	Lior Ron	John F. Gardner, Ognen Stojanovski		Email chain	Re: Tyto purchase agreement	Withheld	Email regarding legal advice on Tyto acquisition	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
102.	April 27, 2016 at 10:32 AM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski , Lior Ron		Email chain	Re: Tyto purchase agreement	Withheld	Email regarding legal advice on Tyto acquisition	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
103.	April 27, 2016 at 10:30 AM	Ognen Stojanovski's email account	Lior Ron	John F. Gardner, Ognen Stojanovski		Email chain	Re: Tyto purchase agreement	Withheld	Email regarding legal advice on Tyto acquisition	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
104.	May 5, 2016 at 1:29 AM	Ognen Stojanovski's email account	John F. Gardner	Ognen Stojanovski		Email	Consulting Agreement	Withheld	Email regarding redline of consulting agreement between Ognen Stojanovski and Ottomotto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
105.	May 5, 2016	Ognen Stojanovski's email account	Rhian Morgan			Email Attachment (to document 104)- Microsoft Word Document	Consulting Agreement.D OCX	Withheld	Redline of consulting agreement between Ognen Stojanovski and Ottomotto	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney Work-Product

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
106.	March 13, 2014 at 2:37 PM	Ognen Stojanovski's email account	Ognen Stojanovski	Alejandro Munoz		Email	Pouch Assignments	Withheld	Email regarding legal advice on Pouch	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
107.	April 19, 2016 at 9:12 AM	Ognen Stojanovski's email account	Ognen Stojanovski	John F. Gardner		Email	Pouch reintegration	Withheld	Email seeking legal advice on Pouch Holdings	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
108.	April 27, 2016 at 5:39 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John F. Gardner		Email	Draft Tyto Asset Purchase Agreement	Withheld	Email seeking legal advice regarding Tyto Asset Purchase Agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
109.	April 27, 2016 at 5:46 PM	Ognen Stojanovski's email account	Ognen Stojanovski	John F. Gardner		Email chain	Re: Draft Tyto Asset Purchase Agreement	Withheld	Email seeking legal advice regarding Tyto Asset Purchase Agreement	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
110.	March 1, 2016 at 10:42 AM	Ognen Stojanovski's email account	Ognen Stojanovski	Lior Ron		Email chain	Re: FW: Stroz Engagement Letter	Withheld	Email regarding legal advice on Stroz	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege

Waymo LLC v. Uber Technologies, Inc.; Ottomotto LLC; Otto Trucking LLC

Case No. 3:17-cv-00939-WHA
Tyto Lidar LLC's Privilege Log
August 8, 2017

No.	Date and Time	Location Where Found	From / Author	To	CC	Document Type	Document Description/Title/ Subject Line	Redacted/ Withheld	Privilege Description	Steps Taken to Ensure Confidentiality	Privilege Type
111.	March 1, 2016 at 10:34 AM	Ognen Stojanovski's email account	Lior Ron	Ognen Stojanovski		Email chain	FW: Stroz Engagement Letter	Withheld	Email regarding legal advice on Stroz	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
112.	March 1, 2016 at 10:21 AM	Ognen Stojanovski's email account	Adam Bentley	Lior Ron		Email chain	FW: Stroz Engagement Letter	Withheld	Email regarding legal advice on Stroz	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege
113.	March 1, 2016	Ognen Stojanovski's email account				Email Attachment (to document 114)- PDF	Redline.pdf	Withheld	Redline of Stroz Engagement Letter	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney-Work Product
114.	March 1, 2016	Ognen Stojanovski's email account				Email Attachment (to document 114) – Microsoft Word Document	Revised Engagement Letter	Withheld	Revised version of Stroz Engagement Letter	Computer and email account are password protected; no unauthorized persons received communication	Attorney-Client Privilege; Attorney-Work Product

EXHIBIT 99
FILED UNDER SEAL

EXHIBIT 100
FILED UNDER SEAL

EXHIBIT 101
FILED UNDER SEAL

EXHIBIT 102
FILED UNDER SEAL

EXHIBIT 103
FILED UNDER SEAL

EXHIBIT 104
FILED UNDER SEAL

EXHIBIT A
FILED UNDER SEAL

EXHIBIT B
FILED UNDER SEAL

EXHIBIT C
FILED UNDER SEAL

EXHIBIT D
FILED UNDER SEAL

EXHIBIT E
FILED UNDER SEAL

EXHIBIT F
FILED UNDER SEAL

EXHIBIT G
FILED UNDER SEAL

EXHIBIT H
FILED UNDER SEAL

EXHIBIT I
FILED UNDER SEAL

EXHIBIT J
FILED UNDER SEAL

EXHIBIT K
FILED UNDER SEAL

EXHIBIT L
FILED UNDER SEAL

EXHIBIT M
FILED UNDER SEAL

EXHIBIT N
FILED UNDER SEAL

EXHIBIT O
INTENTIONALLY
LEFT BLANK

EXHIBIT P
FILED UNDER SEAL

EXHIBIT Q
FILED UNDER SEAL

EXHIBIT R
FILED UNDER SEAL

EXHIBIT S
FILED UNDER SEAL

EXHIBIT T
FILED UNDER SEAL

EXHIBIT U
FILED UNDER SEAL

EXHIBIT V
FILED UNDER SEAL

EXHIBIT W
FILED UNDER SEAL

EXHIBIT X
FILED UNDER SEAL

EXHIBIT Y
FILED UNDER SEAL

EXHIBIT Z
FILED UNDER SEAL

EXHIBIT AA
FILED UNDER SEAL

Appendix A:
Sponsoring Witnesses And Admissibility
For Jacobs Related Documentary Evidence

Exhibit	Description	Potential Sponsoring Witnesses	Potential Hearsay Exceptions
1	April 14, 2017 Jacobs Email	Ric Jacobs Travis Kalanick Salle Yoo Angella Padilla Joe Spiegler	FRE 801(d)(2)(B): adoptive admission based on Uber's subsequent investigation and remedial action FRE 807: residual exception The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
2	May 5, 2017 Jacobs Letter	Ric Jacobs Angela Padilla Sallie Yoo Joe Spiegler	FRE 801(d)(2)(B): adoptive admission based on Uber's subsequent investigation and remedial action FRE 807: residual exception The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
3	June 14, 2017 email	Angela Padilla Sallie Yoo	FRE 801(d)(2)(D): Admission of party opponent agent The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind

4	June 22, 2017 email	Angela Padilla	FRE 801(d)(2)(D): Admission of party opponent agent The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
5	June 22, 2017 email	Angela Padilla Sallie Yoo Mat Henley	FRE 801(d)(2)(D): Admission of party opponent agent The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
6	July 12, 2017 email	Angela Padilla Sallie Yoo	FRE 801(d)(2)(D): Admission of party opponent agent The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
7	August 23, 2017 email	Angela Padilla	FRE 801(d)(2)(D): Admission of party opponent agent The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
8	December 21, 2017 log of Angela Padilla communications	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A): Admission of party opponent
9	December 12, 2017 log of MoFo communications	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A): Admission of party opponent

10	December 16, 2017 log of MoFo communications	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A): Admission of party opponent
11	Waymo's Interrogatory No. 1.	<i>Written Discovery— No witness necessary</i>	The document has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
12	Defendants' Responses and Objections to Waymo's RFPs	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A): Admission of party opponent
13	Competitive intelligence collection document	Mat Henley Ed Russo Nick Gicinto Jake Nocon Craig Clark	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record
14	Autonomous vehicle market aliases	Mat Henley Ed Russ Nick Gicinto Jake Nocon Craig Clark	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record No truth asserted by document
15	Email chain: [ATC] Competitive Intelligence Update: Week Ending 10/21/2016	Lior Ron Eric Meyhofer	FRE 801(d)(2)(D): Admission of party opponent agent
16	October 26, 2016 email	Scott	
17	Email chain: Strategic Intel	Ric Jacobs	FRE 801(d)(2)(D): Admission of party opponent agent
18	December 2016 SSG competitive intelligence update	Mat Henley Ed Russ Nick Gicinto Jake Nocon Craig Clark	FRE 801(d)(2)(D): Admission of party opponent agent

19	January 27, 2017	Lior Ron Mat Henley	FRE 801(d)(2)(D): Admission of party opponent agent
20	Calendar Invite	Lior Ron Mat Henley Nick Gicinto	FRE 801(d)(2)(D): Admission of party opponent agent
21	February 7, 2017 memorandum	Lior Ron Mat Henley Craig Clark Nick Gicinto Ed Russo	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record
22	February 15, 2017 memorandum	Lior Ron Mat Henley Nick Gicinto	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record
23	Priorities of effort document	Mat Henley Ed Russo Nick Gicinto Jake Nocon	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record
24	January 18, 2017 memorandum	Mat Henley Ed Russo Nick Gicinto Jake Nocon	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record
25	SSG video	Mat Henley Ed Russo Nick Gicinto Jake Nocon	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(3): Present sense impression FRE 803(6): Business record

26	SSG video	Mat Henley Ed Russo Nick Gicinto Jake Nocon	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(3) : Present sense impression FRE 803(6) : Business record
27	Virtual Ops capability playbook	Mat Henley Nick Gicinto Jake Nocon	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record
28	December 4, 2017: Uber Inventory of Non- Attributable Devices	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A) : Admission of party opponent
29	December 22, 2017: Uber Inventory of Non- Attributable Devices	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A) : Admission of party opponent
30	December 4, 2017: Uber Inventory of Ephemeral Messaging Users	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A) : Admission of party opponent
31	December 22, 2017: Uber Inventory of Ephemeral Messaging Users	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A) : Admission of party opponent
32	January 9, 2017 email	Lior Ron Travis Kalanick Angela Padilla Salle Yoo	FRE 801(d)(2)(D) : Admission of party opponent agent
33	January 5, 2017: Defendant Uber Technologies, Inc.'s Response To Court Ordered Interrogatory	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A) : Admission of party opponent
34	February 21, 2017 email	Lior Ron Mat Henley	FRE 801(d)(2)(D) : Admission of party opponent agent

35	February 21, 2017 email	Lior Ron	FRE 801(d)(2)(D): Admission of party opponent agent
36	Legal Overview Presentation	Ric Jacobs Craig Clark Angela Padilla Mat Henley Nick Gicinto Ed Russo Jake Nocon	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record
37	February 19, 2016 email	Mat Henley Joe Sullivan Travis Kalanick	FRE 801(d)(2)(D): Admission of party opponent agent
38	March 25, 2016 email	Travis Kalanick Salle Yoo	FRE 801(d)(2)(D): Admission of party opponent agent
39	Calendar Invite	Mat Henley Nick Gicinto Lior Ron	FRE 801(d)(2)(D): Admission of party opponent agent The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
40	Former in-house attorney demand letter	Angela Padilla Salle Yoo Travis Kalanick	FRE 801(d)(2)(B): adoptive admission based on Uber's subsequent investigation and remedial action FRE 807: residual exception The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind

41	Former in-house attorney demand letter	Angela Padilla Salle Yoo Travis Kalanick	FRE 801(d)(2)(B): adoptive admission based on Uber's subsequent investigation and remedial action FRE 807: residual exception The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
42	Settlement agreement with former in-house attorney	Angela Padilla Salle Yoo Travis Kalanick	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
43	Settlement agreement with former in-house attorney	Angela Padilla Salle Yoo Travis Kalanick	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
44	Performance review of former in-house attorney	Angela Padilla Salle Yoo	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind

45	Competitive intelligence report	Joe Sullivan Ric Jacobs Craig Clark Mat Henley Nick Gicinto Ed Russo Jake Nocon	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record
48	Supplemental Response to Waymo Interrogatory No. 1	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A): Admission of party opponent
49	January 26, 2017 email	Joe Sullivan Mat Henley Craig Clark	FRE 801(d)(2)(D): Admission of party opponent agent The document also relevance for issues other than the truth of its contents such as notice, intent, and state of mind
50	August 18, 2016 email	Eric Friedberg Mary Fulginiti John Gardner	FRE 801(d)(2)(D): Admission of party opponent agent FRE 801(d)(2)(E): Admission authorized by party opponent agent The document also relevance for issues other than the truth of its contents such as notice, intent, and state of mind
51	Amended privilege log associated with Stroz Friedberg production	<i>Court ordered response— No witness necessary;</i>	FRE 801(d)(2)(A): Admission of party opponent The document also relevance for issues other than the truth of its contents such as notice, intent, and state of mind

52	Eric Tate Declaration	<i>Court ordered response— No witness necessary; alternatively Arturo Gonzalez or Eric Tate</i>	FRE 801(d)(2)(D): Admission of party opponent agent FRE 801(d)(2)(E): Admission authorized by party opponent agent
53	Chuck Duross Declaration	<i>Court ordered response— No witness necessary; alternatively Arturo Gonzalez or Eric Tate</i>	FRE 801(d)(2)(D): Admission of party opponent agent FRE 801(d)(2)(E): Admission authorized by party opponent agent
54	June 22, 2017 email	Angela Padilla Sallie Yoo Mat Henley	FRE 801(d)(2)(D): Admission of party opponent agent The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
55	Halunen Declaration	Angela Padilla Sallie Yoo Ric Jacobs	FRE 801(d)(2)(B): adoptive admission based on Uber's subsequent investigation and remedial action FRE 807: residual exception The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind

56	Jacobs settlement agreement	Angela Padilla Sallie Yoo Travis Kalanick Ric Jacobs	FRE 801(d)(2)(A): Admission of party opponent FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
57	Jacobs consulting agreement	Angela Padilla Sallie Yoo Travis Kalanick Ric Jacobs	FRE 801(d)(2)(A): Admission of party opponent FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
58	Jacobs confidentiality agreement	Angela Padilla Sallie Yoo Travis Kalanick Ric Jacobs	FRE 801(d)(2)(A): Admission of party opponent FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also has relevance for issues other than the truth of its contents such as notice, intent, and state of mind
104	January 11, 2018 supplemental log of Angela Padilla communications	<i>Court ordered response— No witness necessary</i>	FRE 801(d)(2)(A): Admission of party opponent

Appendix B:
Sponsoring Witnesses And Admissibility
For Non-Jacobs Related Documentary Evidence

Exhibit	Description	Potential Sponsoring Witnesses	Potential Hearsay Exceptions
60	Stroz Summary Interview Memorandum of Anthony Levandowski	Eric Friedberg Hanley Chew Mary Fulginiti Eric Tate	FRE 801(d)(2)(B): adoptive admission FRE 801(d)(2)(C): Statement authorized by a party opponent FRE 801(d)(2)(D): Admission of party opponent agent FRE 801(5): Recorded recollection FRE 803(6): Business record FRE 804(b)(3): statement against interest FRE 807: residual exception The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind

61	Email chain: FW: Stroz Day 2 Download by Stroz with OMM (Amdursky and Bentley) – EAT Notes – Why X to Unicorn’s attention?	Eric Tate	<p>FRE 801(d)(2)(B): adoptive admission FRE 801(d)(2)(C): Statement authorized by a party opponent FRE 801(d)(2)(D): Admission of party opponent agent FRE 801(5): Recorded recollection FRE 803(6): Business record FRE 804(b)(3): statement against interest FRE 807: residual exception</p> <p>The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind</p>
62	Stroz Memorandum: Follow-Up Investigation regarding Shred Works Facility	Eric Friedberg Hanley Chew Mary Fulginiti Eric Tate	<p>FRE 801(d)(2)(B): adoptive admission FRE 801(d)(2)(C): Statement authorized by a party opponent FRE 801(d)(2)(D): Admission of party opponent agent FRE 801(5): Recorded recollection FRE 803(6): Business record FRE 804(b)(3): statement against interest FRE 807: residual exception</p> <p>The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind</p>

63	Email: Fw: AL computers	Angela Padilla Travis Kalanick	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record FRE 807 : residual exception The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
66	Email chain: Re: FW: Thank You for Visiting Us Last Night (Tyto LiDAR & Uber)	Brian McClendon John Bares Cameron Poetzscher	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
67	Email chain: Tyto	John Bares Cameron Poetzscher Nina Qi	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
68	Email chain: Newco operating plan; and attachment	Nina Qi Cameron Poetzcher	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind

69	Ottomotto Company Disclosure Schedules	Travis Kalanick Cameron Poetzscher Lior Ron Adam Bentley	FRE 801(d)(2)(A): Admission of party opponent FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record FRE 803(14): Property record FRE 803(15): Document that affects an interest in property The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
70	Text message	Travis Kalanick	FRE 801(d)(2)(D): Admission of party opponent agent
71	Text message	Lior Ron	FRE 801(d)(2)(D): Admission of party opponent agent
72	Text message	Lior Ron	FRE 801(d)(2)(D): Admission of party opponent agent
73	Tyto Term Sheet	Lior Ron Adam Bentley Ognen Stojanovski	FRE 801(d)(2)(A): Admission of party opponent FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record FRE 803(14): Property record FRE 803(15): Document that affects an interest in property The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind

75	Email chain: Tyto's Asset Purchase Agreement	Travis Kalanick Cameron Poetzcher Lior Ron	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
76	Email chain: Re: Tyto's Asset Purchase Agreement	Travis Kalanick Cameron Poetzcher Lior Ron	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
77	Email chain: Tyto	Travis Kalanick Cameron Poetzcher	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record
78	Notes re: January 3 meeting	Travis Kalanick Jeff Holden	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 801(5) : Recorded recollection FRE 803(6) : Business record FRE 807 : residual exception The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind

87	Stroz Freidberg Engagement Letter	Eric Tate Eric Friedberg	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record FRE 807 : residual exception The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
88	Stroz Freidberg Engagement Letter	Eric Tate Eric Friedberg	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record FRE 807 : residual exception The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
93	Email chain: Fwd: Put Call Merger Agreement	Lior Ron Ognen Stovanjoski	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
94	Redlined Put Call Agreement	Lior Ron Ognen Stojanovski	FRE 801(d)(2)(D) : Admission of party opponent agent FRE 803(6) : Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind

95	Email chain: Fwd: Put Call Merger Agreement	Lior Ron Ognen Stovanjoski	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
96	Email chain: topics	Lior Ron	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
97	Email chain: Re: Asset Purchase Agreement	Lior Ron	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
100	Tyto Invoice	Ognen Stojanovski James Haslim	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind

101	Tyto Invoice	Ognen Stojanovski James Haslim	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
102	Text Messages	James Haslim	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record The document also relevant for issues other than the truth of its contents such as notice, intent, and state of mind
103	Legal Overview Presentation	Ric Jacobs Craig Clark Angella Padilla Mat Henley Nick Gincinto Ed Russo Jake Nocon	FRE 801(d)(2)(D): Admission of party opponent agent FRE 803(6): Business record